

THE HONORABLE TANA LIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JESSE VARGISON, RACHAEL FORBIS,
BRIDGET FROELICH, CHRISTINA
BRANKAMP, ALEXANDRA NICHOLAS-
DANCY, HEATHER FRAZIER, CECILLE
NGUYEN, CHRISTINE KNIGHT, DALIT
COHEN, DAWN VAN DER STEEG, SHANNON
WEISMAN, NELLIE FEATHERSTONE,
SAMANTHA KOTCHER, JULIA
BARTHOLOMEW-KING, VALE RAE DAHL,
TANIA HINTON, ROZ SAEDI, ABBYGAIL
PARKER, CHERYL SIMONTON, CRYSTAL
AKEMON, JASMIN KASET, MARCY LUIZ,
WILFRED KNAPP, LAUREN TROTTER,
PAIGE BRIDGES, JADA JEFFERSON, ROBYN
KHANJIAN, CAITLIN OROZCO, STEPHANIE
GROSS, SORAYA HEYDARI, SHANA FIX,
MALLORY SUHLING, DONITA HAMMOND-
GRANT, ESPERANZA DE LARA, AUTUMN
MCKAY, CATHERINE PASTERNAK,
NARJES DERIS, AUDRA HARRIS, KIMBERLY
LATHAN, DAWN MARTIN, KELLY PETTUS,
LAKEISHA WHIPE, AUTUMN HOOD, LISA
FARTHING, VICKIE TAYLOR, RABIA
SHEIKH, CHARISSE WHEBY, KARA BARE,
HEATHER JONES, MARY KEUM,
KATHERINE SORENSEN, MARGARET GROH,
THERESE CAPRIGLIONE, RACHEL
LAYMAN, KIMBERLY DEMKOVICH, APRIL
FRIGA, CHARLOTTE CAMPBELL, STACEY
PINO, MAURA MCCARTAN, TARA

Case No. 2:24-CV-00342-TL

**FIRST AMENDED COMPLAINT—
CLASS ACTION**

JURY DEMAND

GROHOWSKI, EMMAROSE MCCOIG,
NICOLE SURAWSKI, TAYLOR LENANE,
KIRSTEN ANDELMAN, LYNETTE BELL,
SHEZA ADMANI, ROBERT HOUSEY-GANTT,
GAIL YEH, MEREDITH BACHRACH,
HUMAIRA IFFATH, CHRISTINA GRISWOLD,
MARIANA CASILLAS, JENNIFER BRAVO,
PAIGE MARLOWE, LAUREN LOPRETE,
RUBY RORTY, MAURA MURPHY,
KRISTIANA WRIGHT, MICHELE LEPPERT,
LISA RIVERA, SAVANNAH JENKINS,
RACHEL RAMIREZ, JOELLA ERRIQUEZ,
ELISE ANGELICH, AUTUMN SHARP,
DAWNY CHIN, DOROTHY MULDOON,
MARISSA ANGELICH, NEICA MURRAY,
HALEY DRESSER, TIFFANY BAKER,
CRYSTAL KIRBY, ANGELA BARAK,
DESTINY SMITH, MEGAN DODD, GRACE
TOY, REBECCA CHESSHIR, REMA SAYGE,
GLORIA YOUSIF, SAMANTHA SIMMONS,
ALICIA WRIGHT, LINDA WATANABE,
TRACY LAMAR, CAYLEE GRIFFIS, JESSICA
BARNETT, BROOKE YOUNG, and BRANDI
NICHOLS, individually and on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

PAULA'S CHOICE, LLC, SEPHORA USA, INC.,
and THG BEAUTY USA LLC,

Defendants.

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I. INTRODUCTION

1. Consumers should be able to trust a company's promises and statements about its products, and companies must keep their promise of cruelty-free products, ensuring that their team performs no animal testing. If companies do not keep their promise, the law holds companies accountable by recognizing that a company's promises and statements are part of the contract between the parties, and consumers deserve protection if the product fails to meet the promises on the label.

2. Defendant Paula's Choice, LLC ("Paula's Choice") was founded on the principle that "Beauty Begins with Truth." One of the "truths" that Paula's Choice tells its customers is that it is "cruelty-free, always." Since 1995, Paula's Choice has publicized and reinforced this sentiment with its customers, always expressly emphasizing that its skincare products were never tested on animals and Paula's Choice never performs animal testing anywhere in the world.

3. Paula's Choice's promise that its products were never tested on animals can be found on its products themselves, as well as in all its other media, publicity, and public relations materials, including advertisements, websites, marketing campaigns, and interviews. Over the years, Paula's Choice's product labels promise that its skincare products are 100% cruelty-free. Those promises include: "Never Animal Tested," and carry the Leaping Bunny certification logo, which tells consumers the company and product are cruelty-free.

4. Yet, despite claiming Paula's Choice was always cruelty-free and repeating that promise for over 28 years, Paula's Choice prioritized its profits over its principles. Paula's Choice has not honored its promises, allowing animal testing on numerous products just to gain access to one of the world's biggest consumer marketplaces, China.

5. Paula's Choice claimed it was always cruelty-free and through its Leaping Bunny certification, that it did not conduct animal tests anywhere in the world. While portraying itself in the United States as always being cruelty-free, Paula's Choice opted to import and sell its products in China where testing on animals was mandatory for companies like Paula's Choice during the class period. *See infra*.

6. When a company agrees to perform animal testing to gain access to the Chinese market—while claiming the opposite in advertising, to the public, and on every product that it sells—consumers who purchased products with false representations about the characteristics of the products are harmed.

7. Because the marketplace disdains cosmetic products affiliated with animal testing, the members of the Class were damaged at the point of sale by overpaying for cosmetics that were in fact actually tested on animals despite assurances on the product and its packaging stating otherwise.

8. Consequently, Plaintiffs bring this as a class action on behalf of purchasers of any Paula's Choice skincare products. Plaintiffs claim on behalf of the Class Members that this conduct breached the express warranties given to Plaintiffs and the Class; violated the implied warranties of merchantability given to Plaintiffs and the Class, violated the Magnuson–Moss Warranty Act, and violated the Washington Consumer Protection Act.

II. PARTIES

9. Plaintiff Jesse Vargison is a resident of Seattle, Washington who purchased Paula's Choice products.

10. Plaintiff Rachael Forbis is a resident of Renton, Washington who purchased Paula's Choice products.

11. Plaintiff Bridget Froelich is a resident of Glen Ellyn, Illinois who purchased Paula's Choice products.

12. Plaintiff Christina Brankamp is a resident of Huber Heights, Ohio who purchased Paula's Choice products.

13. Plaintiff Alexandra Nicholas-Dancy is a resident of Hays, North Carolina who purchased Paula's Choice products.

14. Plaintiff Heather Frazier is a resident of Louisville, Kentucky who purchased Paula's Choice products.

15. Plaintiff Cecille Nguyen is a resident of Seattle, Washington who purchased Paula's Choice products.

1 16. Plaintiff Christine Knight is a resident of Yarnell, Arizona who purchased Paula's
2 Choice products.

3 17. Plaintiff Dalit Cohen is a resident of Roslyn, New York who purchased Paula's
4 Choice products.

5 18. Plaintiff Dawn van der Steeg is a resident of Tamarac, Florida who purchased
6 Paula's Choice products.

7 19. Plaintiff Shannon Weisman is a resident of Baltimore, Maryland who purchased
8 Paula's Choice products.

9 20. Plaintiff Nellie Featherstone is a resident of Bronx, New York who purchased
10 Paula's Choice products.

11 21. Plaintiff Samantha Kotcher is a resident of New York, New York who purchased
12 Paula's Choice products.

13 22. Plaintiff Julia Bartholomew-King is a resident of Brooklyn, New York who
14 purchased Paula's Choice products.

15 23. Plaintiff Vale Rae Dahl is a resident of Silverdale, Washington who purchased
16 Paula's Choice products.

17 24. Plaintiff Tania Hinton is a resident of Sacramento, California who purchased
18 Paula's Choice products.

19 25. Plaintiff Roz Saedi is a resident of Los Angeles, California who purchased Paula's
20 Choice products.

21 26. Plaintiff Abbygail Parker is a resident of Seattle, Washington who purchased
22 Paula's Choice products.

23 27. Plaintiff Cheryl Simonton is a resident of Houston, Texas who purchased Paula's
24 Choice products.

25 28. Plaintiff Crystal Akemon is a resident of North Hollywood, California who
26 purchased Paula's Choice products.

27 29. Plaintiff Jasmin Kaset is a resident of Nashville, Tennessee who purchased Paula's
28 Choice products.

1 30. Plaintiff Marcy Luiz is a resident of Oakland, California who purchased Paula's
2 Choice products.

3 31. Plaintiff Wilfred Knapp is a resident of White Hall, Arkansas who purchased
4 Paula's Choice products.

5 32. Plaintiff Lauren Trotter is a resident of Forney, Texas who purchased Paula's
6 Choice products.

7 33. Plaintiff Paige Bridges is a resident of Cypress, California who purchased Paula's
8 Choice products.

9 34. Plaintiff Jada Jefferson is a resident of Huntsville, Alabama who purchased Paula's
10 Choice products.

11 35. Plaintiff Robyn Khanjian is a resident of Shoreline, Washington who purchased
12 Paula's Choice products.

13 36. Plaintiff Caitlin Orozco is a resident of Chicago, Illinois who purchased Paula's
14 Choice products.

15 37. Plaintiff Stephanie Gross is a resident of Naperville, Illinois who purchased Paula's
16 Choice products.

17 38. Plaintiff Soraya Heydari is a resident of Los Angeles, California who purchased
18 Paula's Choice products.

19 39. Plaintiff Shana Fix is a resident of Huntington Beach, California who purchased
20 Paula's Choice products.

21 40. Plaintiff Mallory Suhling is a resident of Gurnee, Illinois who purchased Paula's
22 Choice products.

23 41. Plaintiff Donita Hammond-Grant is a resident of Atlanta, Georgia who purchased
24 Paula's Choice products.

25 42. Plaintiff Esperanza De Lara is a resident of Chula Vista, California who purchased
26 Paula's Choice products.

27 43. Plaintiff Autumn Mckay is a resident of Seattle, Washington who purchased Paula's
28 Choice products.

44. Plaintiff Catherine Pasternack is a resident of Los Angeles, California who purchased Paula's Choice products.

45. Plaintiff Narjes Deris is a resident of Merlin, Oregon who purchased Paula's Choice products.

46. Plaintiff Audra Harris is a resident of New York, New York who purchased Paula's Choice products.

47. Plaintiff Kimberly Lathan is a resident of Mesquite, Texas who purchased Paula's Choice products.

48. Plaintiff Dawn Martin is a resident of North Las Vegas, Nevada who purchased Paula's Choice products.

49. Plaintiff Kelly Pettus is a resident of North Charleston, South Carolina who purchased Paula's Choice products.

50. Plaintiff Lakeisha Whipe is a resident of Memphis, Tennessee who purchased Paula's Choice products.

51. Plaintiff Autumn Hood is a resident of Ontario, Oregon who purchased Paula's Choice products.

52. Plaintiff Lisa Farthing is a resident of Austin, Texas who purchased Paula's Choice products.

53. Plaintiff Vickie Taylor is a resident of Huntsville, Alabama who purchased Paula's Choice products.

54. Plaintiff Rabia Sheikh is a resident of Puyallup, Washington who purchased Paula's Choice products.

55. Plaintiff Charisse Wheby is a resident of Islip, New York who purchased Paula's Choice products.

56. Plaintiff Kara Bare is a resident of South Bend, Indiana who purchased Paula's Choice products.

57. Plaintiff Heather Jones is a resident of Portland, Oregon who purchased Paula's Choice products.

1 58. Plaintiff Mary Keum is a resident of Las Vegas, Nevada who purchased Paula's
2 Choice products.

3 59. Plaintiff Katherine Sorensen is a resident of San Diego, California who purchased
4 Paula's Choice products.

5 60. Plaintiff Margaret Groh is a resident of Columbus, Ohio who purchased Paula's
6 Choice products.

7 61. Plaintiff Therese Capriglione is a resident of Los Angeles, California who purchased
8 Paula's Choice products.

9 62. Plaintiff Rachel Layman is a resident of Hamilton, Montana who purchased Paula's
10 Choice products.

11 63. Plaintiff Kimberly Demkovich is a resident of Naples, Florida who purchased
12 Paula's Choice products.

13 64. Plaintiff April Friga is a resident of Las Vegas, Nevada who purchased Paula's
14 Choice products.

15 65. Plaintiff Charlotte Campbell is a resident of Albuquerque, New Mexico who
16 purchased Paula's Choice products.

17 66. Plaintiff Stacey Pino is a resident of Marlton, New Jersey who purchased Paula's
18 Choice products.

19 67. Plaintiff Maura McCartan is a resident of Marysville, Michigan who purchased
20 Paula's Choice products.

21 68. Plaintiff Tara Grohowski is a resident of Lafayette, New Jersey who purchased
22 Paula's Choice products.

23 69. Plaintiff Emmarose McCoig is a resident of Chicago, Illinois who purchased Paula's
24 Choice products.

25 70. Plaintiff Nicole Surawski is a resident of Los Angeles, California who purchased
26 Paula's Choice products.

27 71. Plaintiff Taylor Lenane is a resident of Austin, Texas who purchased Paula's Choice
28 products.

1 72. Plaintiff Kirsten Andelman is a resident of Escondido, California who purchased
2 Paula's Choice products.

3 73. Plaintiff Lynette Bell is a resident of Woodstock, Georgia who purchased Paula's
4 Choice products.

5 74. Plaintiff Sheza Admani is a resident of Niles, Illinois who purchased Paula's Choice
6 products.

7 75. Plaintiff Robert Housey-Gantt is a resident of Norwalk, Connecticut who purchased
8 Paula's Choice products.

9 76. Plaintiff Gail Yeh is a resident of Buffalo, New York who purchased Paula's Choice
10 products.

11 77. Plaintiff Meredith Bachrach is a resident of Brewster, New York who purchased
12 Paula's Choice products.

13 78. Plaintiff Humaira Iffath is a resident of Lincolnwood, Illinois who purchased
14 Paula's Choice products.

15 79. Plaintiff Christina Griswold is a resident of Pittsboro, North Carolina who
16 purchased Paula's Choice products.

17 80. Plaintiff Mariana Casillas is a resident of San Diego, California who purchased
18 Paula's Choice products.

19 81. Plaintiff Jennifer Bravo is a resident of Portland, Oregon who purchased Paula's
20 Choice products.

21 82. Plaintiff Paige Marlowe is a resident of New York, New York who purchased
22 Paula's Choice products.

23 83. Plaintiff Lauren LoPrete is a resident of Seattle, Washington who purchased Paula's
24 Choice products.

25 84. Plaintiff Ruby Rorty is a resident of Chicago, Illinois who purchased Paula's Choice
26 products.

27 85. Plaintiff Maura Murphy is a resident of Los Angeles, California who purchased
28 Paula's Choice products.

1 86. Plaintiff Kristiana Wright is a resident of Saint Paul, Minnesota who purchased
2 Paula's Choice products.

3 87. Plaintiff Michele Leppert is a resident of Largo, Florida who purchased Paula's
4 Choice products.

5 88. Plaintiff Lisa Rivera is a resident of Somerville, Massachusetts who purchased
6 Paula's Choice products.

7 89. Plaintiff Savannah Jenkins is a resident of Sacramento, California who purchased
8 Paula's Choice products.

9 90. Plaintiff Rachel Ramirez is a resident of Chicago, Illinois who purchased Paula's
10 Choice products.

11 91. Plaintiff Joella Erriquez is a resident of Evanston, Illinois who purchased Paula's
12 Choice products.

13 92. Plaintiff Elise Angelich is a resident of Pacific Palisades, California who purchased
14 Paula's Choice products.

15 93. Plaintiff Autumn Sharp is a resident of Portland, Oregon who purchased Paula's
16 Choice products.

17 94. Plaintiff Dawny Chin is a resident of Brooklyn, New York who purchased Paula's
18 Choice products.

19 95. Plaintiff Dorothy Muldoon is a resident of Brooklyn, New York who purchased
20 Paula's Choice products.

21 96. Plaintiff Marissa Angelich is a resident of Pacific Palisades, California who
22 purchased Paula's Choice products.

23 97. Plaintiff Neica Murray is a resident of Nashville, Tennessee who purchased Paula's
24 Choice products.

25 98. Plaintiff Haley Dresser is a resident of Seattle, Washington who purchased Paula's
26 Choice products.

27 99. Plaintiff Tiffany Baker is a resident of Puyallup, Washington who purchased Paula's
28 Choice products.

1 100. Plaintiff Crystal Kirby is a resident of East Haven, Connecticut who purchased
2 Paula's Choice products.

3 101. Plaintiff Angela Barak is a resident of Chicago, Illinois who purchased Paula's
4 Choice products.

5 102. Plaintiff Destiny Smith is a resident of Jersey City, New Jersey who purchased
6 Paula's Choice products.

7 103. Plaintiff Megan Dodd is a resident of Chino Hills, California who purchased Paula's
8 Choice products.

9 104. Plaintiff Grace Toy is a resident of Marlboro, New Jersey who purchased Paula's
10 Choice products.

11 105. Plaintiff Rebecca Chesshir is a resident of Princeton, Texas who purchased Paula's
12 Choice products.

13 106. Plaintiff Rema Sayge is a resident of Carmel Hamlet, New York who purchased
14 Paula's Choice products.

15 107. Plaintiff Gloria Yousif is a resident of Chicago, Illinois who purchased Paula's
16 Choice products.

17 108. Plaintiff Samantha Simmons is a resident of Chicago, Illinois who purchased
18 Paula's Choice products.

19 109. Plaintiff Alicia Wright is a resident of Saint Paul, Minnesota who purchased Paula's
20 Choice products.

21 110. Plaintiff Linda Watanabe is a resident of Kailua Kona, Hawaii who purchased
22 Paula's Choice products.

23 111. Plaintiff Tracy Lamar is a resident of Glendale, Arizona who purchased Paula's
24 Choice products.

25 112. Plaintiff Caylee Griffis is a resident of Chicago, Illinois who purchased Paula's
26 Choice products.

27 113. Plaintiff Jessica Barnett is a resident of Philadelphia, Pennsylvania who purchased
28 Paula's Choice products.

114. Plaintiff Brooke Young is a resident of Houston, Texas who purchased Paula's Choice products.

115. Plaintiff Brandi Nichols is a resident of Los Angeles, California who purchased Paula's Choice products.

116. Paula's Choice, Inc. was registered on November 30, 1994, as a Washington corporation. Thinking Forward Concepts, LLC was registered on November 15, 2012, as a Washington limited liability company. On November 16, 2012, Paula's Choice, Inc. merged with and into Think Forward Concepts, LLC, and the amended name of the limited liability company became Paula's Choice, LLC. Defendant Paula's Choice, LLC's current principal place of business is 700 Sylvan Ave, Englewood Cliffs, NJ 07632-3113. Through at least May 16, 2022, Paula's Choice, LLC's principal place of business was 705 5th Ave. S, Suite 200, Seattle, WA 98104-4425.

117. Defendant Sephora USA, Inc. was registered on February 22, 1999, as a Delaware corporation. Sephora USA, Inc. was converted into a Michigan corporation on December 31, 2019. On July 25, 2006, Sephora USA, Inc. was registered in Washington as a foreign profit corporation, with its principal place of business at 350 Mission Street, 7th Floor, San Francisco, CA 94105. Sephora USA, Inc. ("Sephora") operates Sephora stores across the United States, including stores in Washington state. Sephora also sells products at Sephora.com across the United States.

118. Dermstore LLC was registered on January 18, 2008, as a Delaware corporation. Dermstore LLC was converted to Minnesota corporation on December 29, 2014. On September 1, 2022, Dermstore LLC changed its name to THG Beauty USA LLC. Defendant THG Beauty USA LLC is a Minnesota limited liability company, with its principal place of business at 1960 East Grand Avenue, 6th Floor, El Segundo, CA 90245. THG Beauty USA LLC ("THG Beauty") operates the website Dermstore.com, which sells across the United States.

III. JURISDICTION AND VENUE

119. This Court has subject-matter jurisdiction over this action under 28 U.S.C. § 1332(d)(2) because at least one class member is of diverse citizenship from any one Defendant,

1 there are over 100 class members, and upon information and belief, the aggregate amount in
2 controversy exceeds \$5,000,000, exclusive on interests and costs.

3 120. This Court has subject matter jurisdiction over the claims brought under 15 U.S.C. §
4 2301 *et seq.*, because there are over 100 named Plaintiffs, and upon information and belief, the
5 aggregate amount in controversy exceeds \$50,000, exclusive of interests and costs, and each Class
6 Member's claim exceeds \$25. 18 U.S.C. § 2310(d)(3).

7 121. This Court has personal jurisdiction over Plaintiffs because they are residents of this
8 District, or they submit to this Court's jurisdiction.

9 122. This Court has personal jurisdiction over Defendant Paula's Choice because it is a
10 Washington limited liability company, has conducted and continues to conduct business in
11 Washington.

12 123. This Court has personal jurisdiction over Defendant Sephora because it has
13 conducted and continues to conduct business in Washington.

14 124. This Court has personal jurisdiction over Defendant THG Beauty because it has
15 conducted and continues to conduct business in Washington.

16 125. Venue is proper in this District under 28 U.S.C. § 1391 because the events that gave
17 rise to the claims occurred in substantial part in this District, and Paula's Choice has a choice of
18 venue provision in its Terms of Use selecting King County, Washington.

19 126. Upon information and belief, before November 2022, Paula's Choice maintained
20 headquarters in the State of Washington.

21 127. Upon information and belief, Paula's Choice developed, determined, and
22 disseminated its cruelty-free claims at and from its headquarters in Washington.

23 128. Upon information and belief, all marketing and advertising decisions related to
24 Paula's Choice's cruelty-free claims were made and disseminated from its headquarters in
25 Washington.

26 129. Upon information and belief, Paula's Choice developed and determined the cruelty-
27 free labels, promises, representations, and logos placed on all its bottles and packaging from its
28 headquarters in Washington.

130. Upon information and belief, all decisions related to Paula's Choice's cruelty-free claims were made at and disseminated from its headquarters in Washington, including its decision to sell products in China, which required animal testing, while simultaneously telling its consumers it was not performing animal testing anywhere in the world.

IV. FACTS

A. History of Paula's Choice

131. Paula's Choice is a manufacturer of professional skincare products, founded by Paula Begoun ("Begoun").

132. Begoun began working in the beauty industry in the 1970s, working as a makeup artist, esthetician, and opening her own cosmetics store.

133. In 1985, Begoun published her first book, *Blue Eyeshadow Should be Illegal*, which gained Begoun national attention and multiple appearances on the Oprah Winfrey Show.

134. Begoun also began writing a syndicated column where she provided advice on beauty products.

135. In 1992, Begoun wrote *Don't Go to the Cosmetics Counter Without Me*.

136. At the same time, Begoun began working with a team of cosmetic chemists to develop her own skincare products.

137. In 1994, Paula Begoun founded Paula's Choice, Inc. in Washington, which later became Paula's Choice, LLC.

138. In 1995, Paula's Choice began selling skincare products exclusively online.

139. Begoun acted as the face of Paula's Choice, being featured in the advertising for the company.

140. Paula's Choice is currently only sold at PaulasChoice.com or at authorized retailers, which include Sephora (online or in-store), Amazon.com, and Dermstore.com.

141. Upon information and belief, Paula's Choice also began selling or supplying its products to Dermstore.com in 2014, which then sells those Paula's Choice products to consumers across the United States and in Washington.

1 142. Upon information and belief, Paula's Choice began selling or supplying its products
2 to Sephora stores nationwide, including Washington, and on Sephora.com in 2021.

3 143. Paula's Choice products are also sold on Amazon.com, where they are sold and
4 fulfilled by Paula's Choice.

5 144. It is estimated that Paula's Choice has annual revenues of over \$300 million per
6 year.

7 **B. Paula's Choice's "Cruelty-free" Promise**

8 145. Since its formation, a key component of Paula's Choice's brand was that Paula's
9 Choice's products were cruelty-free or never tested on animals.

10 146. "Cruelty-free" is a term used in the skin care industry that means products and the
11 ingredients in those products are not tested on animals.

12 147. Throughout its history, Paula's Choice maintained that it was a cruelty-free
13 company and that its products were never animal tested, including these commitments on its
14 products and packaging, on its website, and in its advertising.

15 148. Paula's Choice includes its representations and promises about being cruelty-free on
16 its products, product labels, and packaging.

17 149. Paula's Choice products state on the bottles and packaging that they are "NEVER
18 ANIMAL TESTED."

19 150. Since at least 2013, Paula's Choice products also show that they are Leaping Bunny
20 Certified, displaying the following symbol on the bottle:



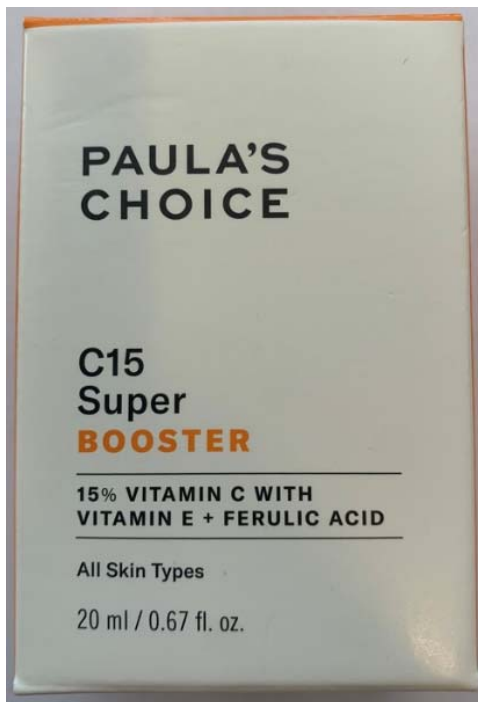
151. To become Leaping Bunny Certified a company must promise that it does not and will not conduct any animal testing, including on the formulations and ingredients in those products, anywhere in the world.¹

152. Leaping Bunny certification also requires the company to promise that it “shall not allow Animal Testing to be performed by or for submission to regulatory agencies in foreign countries.”²

153. Paula’s Choice packaging and containers also represent: “never animal tested.”

154. Upon information and belief, Paula’s Choice’s packaging and containers have included a no animal testing promise since at least 2009.

155. Some examples of those labels on the bottles and packaging include:



¹ The Corporate Standard of Compassion for Animals (“The Standard”), LEAPING BUNNY PROGRAM, <https://www.leapingbunny.org/about/corporate-standard-compassion-animals-standard> (last visited Aug. 4, 2024).

² *Id.*



156. Paula's Choice bottles also state that the product was "[m]anufactured in the USA for Paula's Choice, LLC."

157. Upon information and belief, the decision to put Paula's Choice's cruelty-free claims on all its bottles and packaging was made from its headquarters in Washington.

158. Over the years, Paula's Choice has represented in various ways on its website that it is a cruelty-free company that does not perform animal testing on its products.

159. From 2008 through 2010, Paula's Choice represented on its website that "Paula's Choice is Cruelty-free: we do not test on animals at any stage of product development," as follows:³

Why Paula's Choice?

Paula's Choice is...

- State-of-the-art formulas based on reliable, published skin-care research
- Products that perform beautifully without false promises
- Fragrance-free (because it is what's best for skin)
- Cruelty-free: we do not test on animals at any stage of product development
- Environmentally-friendly, minimalist packaging that ensures product efficacy
- 100% Customer Satisfaction Guarantee

160. In 2010, Paula's Choice also represented on its website that it has "never tested our products on animals and never will." The full representation states:⁴

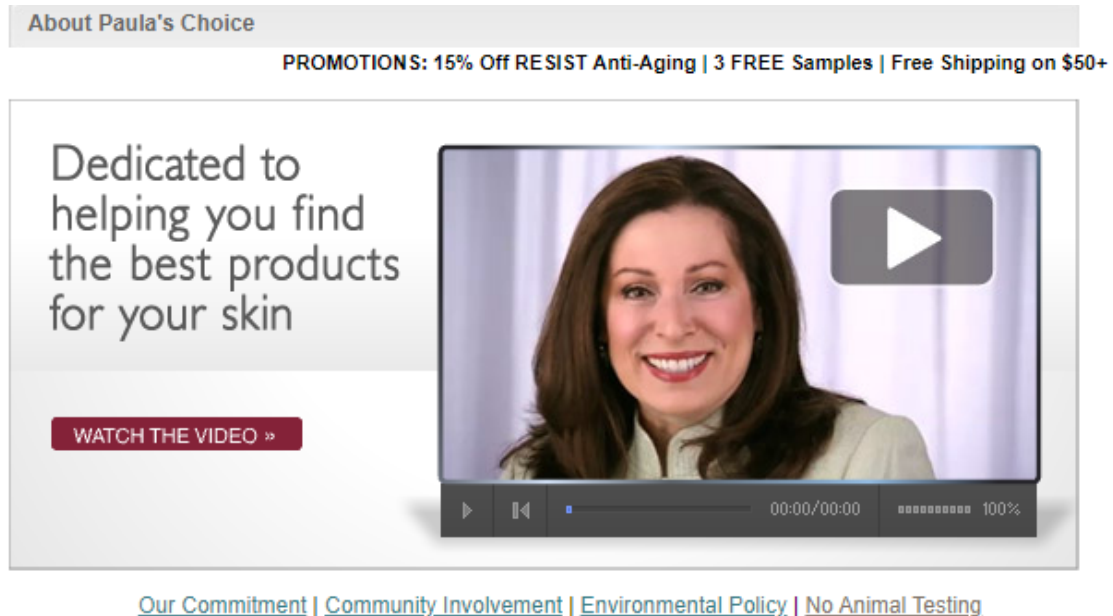
No Animal Testing

Paula's Choice has never tested our products on animals and never will. We also do not fund any independent source to conduct animal testing on our behalf. Last, but certainly not least, we support many animal-centered charities such as the Humane Society, ASPCA and NAVS. We are also a pet-friendly office, with many of our employees bringing their beloved dogs to work with them

³ Why Paula's Choice, PAULA'S CHOICE, <https://web.archive.org/web/20081026145125/http://www.cosmeticscop.com:80/paulas-choice-why.aspx>, <https://web.archive.org/web/20090305142204/http://cosmeticscop.com/paulas-choice-why.aspx>, and <https://web.archive.org/web/20100305154211/http://www.cosmeticscop.com/paulas-choice-why.aspx> (last visited Aug. 4, 2024).

⁴ Paula's Choice Green Policy, PAULA'S CHOICE, <https://web.archive.org/web/20100830201650/http://www.cosmeticscop.com/recycle-green-efficiency-policy.aspx> (last visited Aug. 4, 2024).

161. In 2011, Paula's Choice represented on its website "No Animal Testing:"⁵



162. In 2011 and 2012, Paula's Choice represented on its website that it had an "Anti-Animal Testing Policy," which states in part that "Paula's Choice does not condone the use of animal testing and never has . . . [and it] does not test our products on animals and never will." The full policy states:⁶

Paula's Choice Anti-Animal Testing Policy

Paula's Choice does not condone the use of animal testing on cosmetics and never has. Throughout Paula's 30 years of writing about the beauty industry she has vehemently spoken out against testing cosmetics on animals. Paula's Choice, Inc. does not test our products on animals and never will. Additionally, we do not fund any independent source to conduct animal testing on our behalf. We are committed to the global adoption of alternative safety-testing methods and the elimination of animal testing on cosmetics world-wide. Last, but certainly not least, we support many animal-centered charities such as the Humane Society and the ASPCA. We are also a pet-friendly office, with many of our employees bringing their beloved dogs to work with them.

⁵ About Paula's Choice, PAULA'S CHOICE, <https://web.archive.org/web/20111120085520/http://www.cosmeticscop.com/paulas-choice-about.aspx> (last visited Aug. 4, 2024).

⁶ Paula's Choice Green Policy, PAULA'S CHOICE, <https://web.archive.org/web/20111204183249/http://www.cosmeticscop.com/recycle-green-efficiency-policy.aspx> and <https://web.archive.org/web/20120626204345/http://www.cosmeticscop.com/recycle-green-efficiency-policy.aspx#animal> (last visited Aug. 4, 2024).

163. In 2013, Paula's Choice similarly represented its "No Animal Testing Stance" on its website that it "does not test our products on animals and never will," while touting its "Leaping Bunny Certification." The full representation states:⁷

No Animal Testing

Paula's Choice does not condone the use of animal testing on cosmetics and never has. Throughout Paula's 30 years of writing about the beauty industry she has consistently spoken out against testing cosmetics on animals. Paula's Choice, LLC. does not test our products on animals and never will. Additionally, we do not fund any independent source to conduct animal testing on our behalf. We are committed to the global adoption of alternative safety testing methods and the elimination of animal testing on cosmetics worldwide. In April 2013, Paula's Choice became an officially certified member of the Leaping Bunny Program.

The requirements for the Leaping Bunny Certification include a commitment to eliminate animal testing not only from the company, but also from our ingredient suppliers. The result is a product guaranteed to be 100% free of new animal testing. The program is administered by a coalition of animal rights organizations, including the Humane Society of the United States and the National Anti-Vivisection Society.

Last, but certainly not least, we support many animal-centered charities such as the Humane Society and the ASPCA. We are also a pet-friendly office, with many of our employees bringing their beloved dogs to work with them.

164. Paula's Choice made a similar commitment on its website in 2015 and 2016, stating that "[a]nimal testing is not okay with us." Paula's Choice again touted its Leaping Bunny certification and elimination of animal testing from its company. The full statement reads:⁸

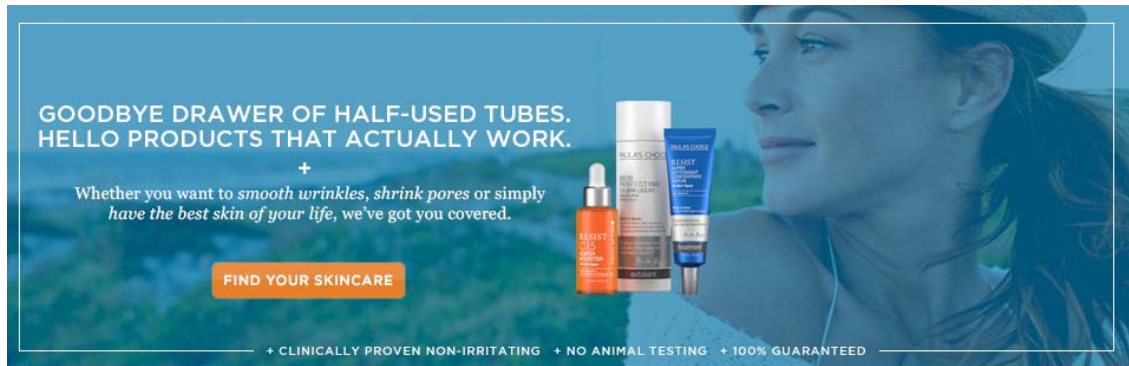
NO ANIMAL TESTING

Animal testing is not okay with us. We're part of the Leaping Bunny Program, which means not only have we eliminated animal testing from our company, but also from our ingredient suppliers. We love animals so much our employees bring their dogs to work. Keeps things real.

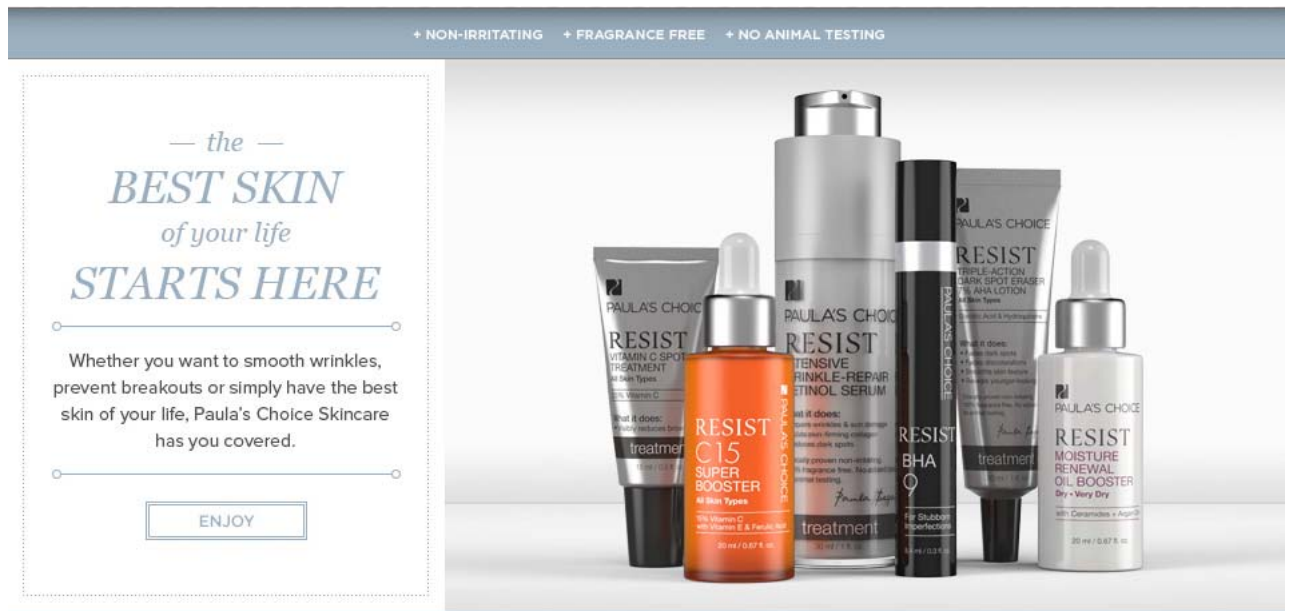
⁷ About Paula's Choice, PAULA'S CHOICE, <https://web.archive.org/web/20130501172337/http://www.paulaschoice.com/who-we-are/about-paulas-choice/> (last visited Aug. 4, 2024).

⁸ Our Story, PAULA'S CHOICE, <https://web.archive.org/web/20150621211049/http://www.paulaschoice.com/who-we-are/about-paulas-choice> and <https://web.archive.org/web/20160730004741/http://www.paulaschoice.com/who-we-are/about-paulas-choice/> (last visited Aug. 4, 2024).

165. In 2014, Paula's Choice's website advertised "NO ANIMAL TESTING":⁹

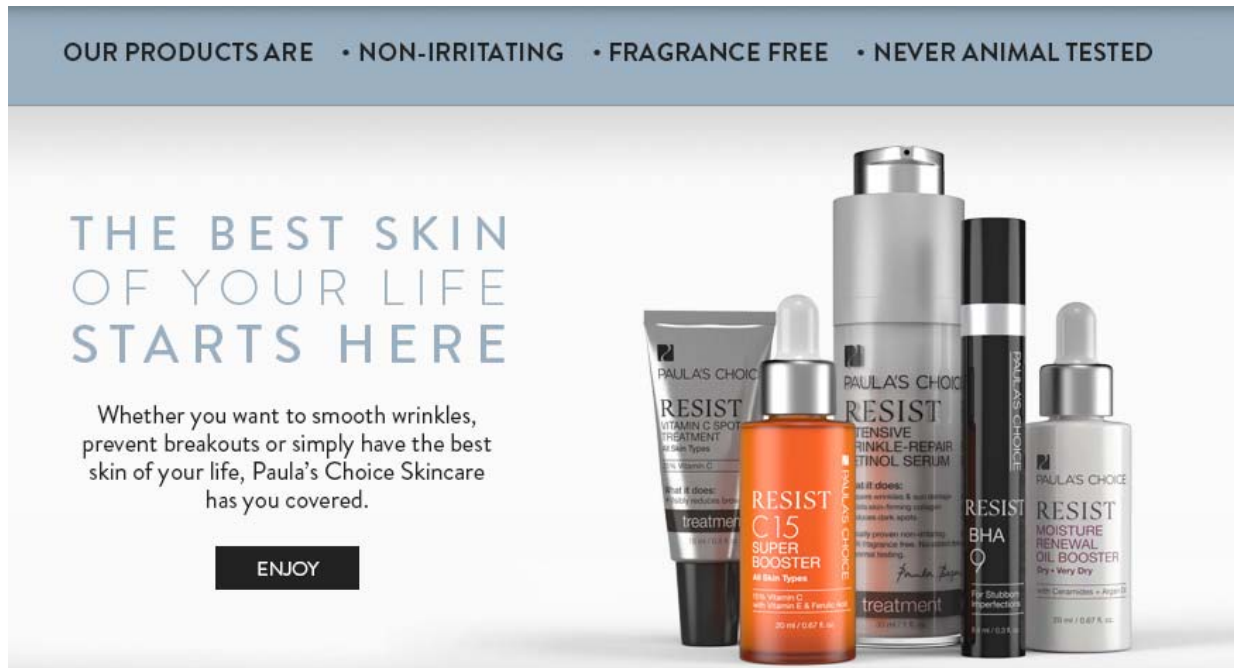


166. Paula's Choice continued to advertise that it performed "NO ANIMAL TESTING" and its products were "NEVER ANIMAL TESTED" in 2015 and 2016:¹⁰



⁹ Who We Are, PAULA'S CHOICE, <https://web.archive.org/web/20140628110642/http://www.paulaschoice.com/who-we-are/> (last visited Aug. 4, 2024).

¹⁰ Who We Are, PAULA'S CHOICE, <https://web.archive.org/web/20150623020742/http://www.paulaschoice.com/who-we-are> and <https://web.archive.org/web/20160730010946/http://www.paulaschoice.com/who-we-are/> (last visited Aug. 4, 2024).



167. Paula's Choice's website in 2019–2022 advertised under its “BEAUTY BEGINS WITH TRUTH” banner that it was “CRUELTY-FREE”:¹¹

You deserve smart skin care choices—minus all the hype.

Our philosophy? Smart, Safe Beauty. The products you use should work and be good for your skin, no exceptions. Based on our heritage in consumer advocacy, each of our formulas is effective, safe and backed by cited scientific research.

We uncover the truth about skin care and share all of the facts with you along the way—because keeping your skin healthy shouldn't be a mystery.

+ SMART + SAFE + EFFECTIVE + FRAGRANCE-FREE + CRUELTY-FREE

¹¹ About Us, PAULA'S CHOICE, <https://web.archive.org/web/20191218102216/https://www.paulaschoice.com/who-we-are/about-us>, <https://web.archive.org/web/20200815010527/https://www.paulaschoice.com/who-we-are/about-us>, <https://web.archive.org/web/20211030202527/https://www.paulaschoice.com/who-we-are/about-us>, and <https://web.archive.org/web/20220409210946/https://www.paulaschoice.com/who-we-are/about-us> (last visited Aug. 4, 2024).

168. In 2019–2022, Paula’s Choice also represented on its website that it was “Cruelty-Free Always.”¹²



169. Today, Paula’s Choice continues to promote its cruelty-free stance.

170. Paula’s Choice currently represents on its website that it has never tested on animals:¹³

ANIMAL TESTING AND BY-PRODUCTS

Do you test on animals?

No. Paula’s Choice has never tested on animals at any stage of product development and never will. We also do not contract with any third parties to conduct animal testing on our behalf. We’re part of the Leaping Bunny Program, which means not only have we eliminated animal testing from our company, but also from our Ingredient suppliers.

Paula’s Choice supports many charities focused on animal welfare such as the Humane Society, ASPCA and NAVS. Paula’s Choice is a dog-friendly office, with most of our employees bringing their canine companions to work each day.

¹² About Us, PAULA’S CHOICE, <https://web.archive.org/web/20191120232457/https://www.paulaschoice.com/who-we-are/about-us>, <https://web.archive.org/web/20200815010527/https://www.paulaschoice.com/who-we-are/about-us>, <https://web.archive.org/web/20211105165129/https://www.paulaschoice.com/who-we-are/about-us>, <https://web.archive.org/web/20220409210946/https://www.paulaschoice.com/who-we-are/about-us> (last visited Aug. 4, 2024).

¹³ Animal Testing and By-Products, PAULA’S CHOICE, <https://helpcenter.paulaschoice.com/us/s/article/Animal-Testing-and-By-Products> (last visited Aug. 4, 2024).

171. Upon information and belief, Paula's Choice's claims about animal testing were developed and issued from its headquarters in Washington.

172. Paula's Choice's official Instagram account promotes that it is cruelty-free.¹⁴



173. In a recent Instagram post, Paula's Choice reiterated that its products were not tested on animals:



¹⁴ Paula's Choice (@paulaschoice), INSTAGRAM, <https://www.instagram.com/paulaschoice/> (last visited Aug. 4, 2024).

174. That Instagram post included the following caption:¹⁵



175. In a similar post, Paula's Choice reiterated it was cruelty-free:



¹⁵ Paula's Choice (@paulaschoice), INSTAGRAM (September 30, 2023), <https://www.instagram.com/p/Cx0cLeZNtV8/> (last visited Aug. 4, 2024).

176. The post was captioned:



177. A similar post appeared on Paula's Choice's Facebook page.¹⁶



¹⁶ Paula's Choice Post (@PaulasChoice.Inc), FACEBOOK (September 24, 2023), <https://www.facebook.com/reel/853079449637680> (last visited Aug. 4, 2024).

178. On the Paula's Choice Amazon store, where all products are sold and fulfilled by Paula's Choice, it similarly represents that its products are "Not Tested on Animals" and that Paula's Choice is "Cruelty Free & Leaping Bunny Certified."¹⁷



179. Upon information and belief, the representations and content of Paula's Choice's website and social media pages were developed and issued from its headquarters in Washington.

180. People for the Ethical Treatment of Animal's ("PETA") has a certification program called "Beauty Without Bunnies," which requires companies to sign a statement of assurance verifying it does not test on animals anywhere in the world.

181. Paula's Choice appears on PETA's list of companies that does not test on animals anywhere in the world, including China.¹⁸

182. On April 1, 2021, Paula's Choice and Paula Begoun were featured as a cruelty-free, women-owned brand on PETA's website.¹⁹

C. Animal Testing in the Cosmetic Industry

183. Animal testing has been used in the cosmetics industry in the past to ensure that products were safe for consumers to use.

184. Testing performed on animals in the cosmetics industry include various toxicity and irritancy tests.

¹⁷ Paula's Choice, AMAZON, https://www.amazon.com/stores/PaulasChoice/page/557786A0-7AE5-4420-8E18-4253B57534B4?ref=ast_bln&store_ref=bl_ast_dp_brandLogo_sto (last visited Aug. 5, 2024).

¹⁸ Paula's Choice (Unilever), PETA, <https://crueltyfree.peta.org/company/paulas-choice/> (last visited Aug. 4, 2024).

¹⁹ Rebecca Maness, *These Women are Leading the Charge for Cruelty-Free Products*, PETA, <https://www.peta.org/living/personal-care-fashion/animal-test-free-women-owned-beauty-brands/> (last visited Aug. 4, 2024).

185. Acute toxicity tests are used to determine the danger of exposure to a chemical by mouth, skin, or inhalation and is usually performed on mice or rats.²⁰

186. LD50, also known as Lethal Dose 50, is a type of acute toxicity test where animals are dosed with a test chemical to determine the dose at which half of the test animals die.²¹

187. Fixed dose method is another type of acute toxicity test, but it does not use death as the endpoint. The testing will be stopped when the animal demonstrates signs of ailment or distress.²²

188. Other acute toxicity tests include the up-and-down procedure and acute toxic class methods. While these tests do not result in the death of the animal, the animals will often endure intense pain, convulsions, loss of motor function, and seizures.²³

189. The animals are killed when all the testing is complete so a necropsy can be performed to determine internal damage.²⁴

190. The Draize test was devised in 1944 by John H. Draize and Jacob M. Spines, toxicologists at the FDA, to assess how chemicals cause eye and skin irritation. The Draize test is generally performed on rabbits, particularly albino rabbits, although the testing can be performed on other animals as well.²⁵

191. During the testing a chemical is placed in the eye or on the skin of a conscious and restrained animal, left on for a set amount of time, rinsed off, and its effects then recorded.²⁶

²⁰ Animals in Science, AMERICAN ANTI-VIVISECTION SOCIETY, <https://aavs.org/animals-science/how-animals-are-used/testing/> (last visited Aug. 4, 2024); Earnest Oghenesuvwe Erhirhie, Chibueze Peter Ihekwereme, & Emmanuel Emeka Ilodigwe, *Advances in acute toxicity testing: strengths, weaknesses and regulatory acceptance*, Interdisciplinary Toxicology, <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6117820/> (last visited Aug. 4, 2024).

²¹ *Id.*

²² *Id.*

²³ *Id.*

²⁴ *Id.*

²⁵ Draize test, WIKIPEDIA, https://en.wikipedia.org/wiki/Draize_test (last visited Aug. 4, 2024).

²⁶ *Id.*

192. The animals are then observed for up to fourteen days looking for signs of erythema and edema in the skin or redness, swelling, discharge, ulceration, hemorrhaging, cloudiness, or blindness in the tested eye.²⁷

193. The animals are killed after the testing if the test causes irreversible damage to the eye or skin. If the test does not cause permanent damage, the animals are typically used again once all traces of the tested product have dispersed from the testing site.²⁸

194. Skin sensitization tests are used to determine if a chemical causes an allergic reaction.

195. One type of skin sensitization test is the Guinea Pig Maximization Test, where a chemical is injected into the guinea pig, along with a chemical adjuvant to boost the immune reaction. Multiple doses are given until the animal develops an allergic reaction.²⁹

196. Another skin sensitization test is the Buehler test, which is similar to the Guinea Pig Maximization Test, but no adjuvant is used to boost the immune reaction.³⁰

197. In both the Buehler test and the Guinea Pig Maximization Test the animals are killed after testing.³¹

198. A more recent and commonly used skin sensitization test is the Local Lymph Node Assay, where test chemicals are applied to the surface of the ears of mice. The mice are then killed and then their lymph node cells are removed and analyzed.³²

²⁷ *Id.*

²⁸ *Id.*

²⁹ Animals in Science, AMERICAN ANTI-VIVISECTION SOCIETY, <https://aavs.org/animals-science/how-animals-are-used/testing/> (last visited Aug. 4, 2024).

³⁰ *Id.*

³¹ *Id.*

³² *Id.*; Local lymph node assay, WIKIPEDIA, https://en.wikipedia.org/wiki/Local_lymph_node_assay (last visited Aug. 4, 2024).

D. Consumers' Attitudes Toward Animal Testing

199. Consumers around the world have called for the end of animal testing for cosmetics. Too many consumers are opposed to it.³³

200. Most U.S. consumers prefer cosmetic products that have not been tested on animals.

201. In a recent poll from 2019, 79% of Americans support a federal law that would end animal testing on cosmetics.³⁴

E. Regulations on Animal Testing for Cosmetics in the U.S. and Globally

202. The FDA has the authority to regulate cosmetics under the Federal Food, Drug, and Cosmetic Act ("FD&C Act"), related statutes, and regulations promulgated under the FD&C Act.³⁵

203. "The FD&C Act does not specifically require the use of animals in testing cosmetics for safety, nor does the Act subject cosmetics to FDA premarket approval."³⁶

204. The FDA goes beyond not requiring animal testing, also suggesting that "consideration should be given to the use of scientifically valid alternative methods to whole-animal testing."³⁷

205. Because the practice of animal testing is found to be objectionable and cruel by so many, several states and other countries have gone further and banned the practice.

206. In 1988, the United Kingdom was the first country to ban animal testing on cosmetics.

³³ Kerry Postlewhite, 'Brands can no longer ignore the 8.3 million people who want end to animal testing', REUTERS EVENTS, <https://www.reutersevents.com/sustainability/brands-can-no-longer-ignore-83-million-people-who-want-end-animal-testing> (last visited Aug. 4, 2024).

³⁴ New Poll Reveals US United Against Cosmetics Animal Tests, CRUELTY FREE INTERNATIONAL, <https://crueltyfreeinternational.org/latest-news-and-updates/new-poll-reveals-us-united-against-cosmetics-animal-tests> (last visited Aug. 4, 2024).

³⁵ Animal Testing & Cosmetics, U.S. FOOD & DRUG ADMINISTRATION, <https://www.fda.gov/cosmetics/product-testing-cosmetics/animal-testing-cosmetics> (last visited Aug. 4, 2024).

³⁶ *Id.*

³⁷ *Id.*

207. The European Union also banned animal testing on cosmetics in a phased approach that was completed in 2013.

208. Other countries including Israel, India, Turkey, Brazil, New Zealand, and Norway also have bans on animal testing.

209. Eleven states have passed laws that ban or limit the sale of cosmetic products tested on animals, including Virginia (Va. Code Ann. § 59.1-572), California (Cal. Civ. Code § 1834.9.2), Louisiana (La. Stat. Ann. § 51:772), New Jersey (N.J. Stat. Ann. § 4:22-59), Maine (Me. Rev. Stat. tit. 10, § 1500-M), Hawaii (Haw. Rev. Stat. Ann. § 321-30.4), Nevada (Nev. Rev. Stat. Ann. § 598.993), Illinois (410 Ill. Comp. Stat. Ann. 620/17.2), Maryland (Md. Code Ann., Health-Gen. § 21-259.30), New York (N.Y. Gen. Bus. Law § 399-AAAAA), and Oregon (Or. Rev. Stat. Ann. § 646A.009).

210. The legislative history of some of these laws reveals public support for banning animal testing.

211. Nev. Rev. Stat. Ann. § 598.993 prohibits the sale of cosmetics that have been tested on animals on or after January 1, 2020.

212. The legislative history of Nev. Rev. Stat. Ann. § 598.993 shows that the motivations for the bill were, in part, to meet the demand of and protect consumers: “Consumers *overwhelmingly* are starting to reject products tested on animals. Statistically, businesses that have eliminated their animal testing policies have been successful and profitable. On an anecdotal level, I can tell you that I have had dozens of people come to me since I introduced this bill and say, I only use products that are not tested on animals; I always check the label; and it is so hard to know if a product has been tested on animals.” Nevada Assembly Committee Minutes, 5/15/2019 (emphasis added).

213. Cal. Civ. Code § 1834.9.5, prohibits manufacturers from selling cosmetics in California if the cosmetic was tested on animals on or after January 1, 2020.

214. The legislative history of Cal. Civ. Code § 1834.9.2 (S.B. 1249) shows that over 4,000 individuals contacted the legislature to voice support of the bill. California Bill Analysis,

1 S.B. 1249 Sen., 8/28/2018. In contrast only four entities (and no individuals) voiced opposition to
2 the bill. *Id.*

3 215. The bill analysis also provided: “The bill has received an *intense groundswell of*
4 *support from concerned citizens, animal welfare groups, and many companies in the cosmetic*
5 *industry* that are strongly committed to a vision of a truly “cruelty-free standard” for cosmetic
6 products sold in California. The bill is also supported by a coalition of approximately 80 cosmetic
7 companies who attest that they are proof that a company can be profitable but also committed to
8 manufacturing products without any reliance on animal testing whatsoever.” California Bill
9 Analysis, S.B. 1249 Assem., 6/26/2018 (emphasis added).

10 216. That analysis further noted: “The Committee has received over 6,500 letters in
11 support of the bill from individuals providing a California address, and has taken note of an online
12 petition signed by more than 150,000 persons from around the world, voicing support for this bill.”
13 California Bill Analysis, S.B. 1249 Assem., 6/26/2018.

14 **F. Beauty Industry in China**

15 217. According to one industry report, as of 2020, the Chinese cosmetics market is the
16 second largest in the world after the United States, which includes hair care, skin care, and other
17 toiletries.³⁸

18 218. China has an increasing demand for “higher quality, premium brand products.”³⁹

19 219. More than half of Chinese cosmetics consumers prefer foreign brands over local
20 ones.⁴⁰

21 220. The market size of cosmetics in China was more than 455 billion yuan in 2021,
22 equivalent to over \$63 billion USD at the current exchange rate.⁴¹

24 ³⁸ Cosmetics market size in China from 2015 to 2023 with forecasts until 2025, STATISTA,
25 <https://www.statista.com/statistics/875794/china-cosmetics-market-size/> (last visited Aug. 4, 2024).

26 ³⁹ *Id.*

27 ⁴⁰ *Id.*

28 ⁴¹ *Id.*; Chinese Yuan to United States Dollar, GOOGLE FINANCE, <https://www.google.com/finance/quote/CNY-USD?hl=en> (last visited Aug. 4, 2024).

221. According to the United States Department of Commerce in 2016, “China is the 10th largest market for U.S. personal care and cosmetics exports” and “China is projected to become the largest market for personal care and cosmetics products globally in the next five to ten years.” Excerpts from the Asia Personal Care & Cosmetics Market Guide, 2016, United States Department of Commerce, International Trade Administration, Exhibit 1 at 10.

222. Until 2021, it was mandatory for foreign manufacturers and distributors who wanted to sell products in China to obtain a specific approval issued by the National Medical Products Administration (“NMPA”) (formerly the China Food and Drug Administration (“CFDA”)).

223. Skincare products, such as moisturizers, cleansers, and toners, are classified under Chinese law as ordinary or “non-special use cosmetics.”

224. Skincare products containing sunscreen are classified under Chinese law as “special use” cosmetics.

225. Starting in 1990, the NMPA required all imported special and non-special use cosmetics to be tested on animals in Chinese designated and certified laboratories before they could be approved for importation and distribution in the Chinese market.

226. From 1990 to the present, all foreign-produced special use cosmetics need to be registered with and approved by the NMPA before they could be imported and sold in China.

227. From 1990 to November 7, 2018, all foreign-produced non-special use cosmetics needed to be registered with and approved by the NMPA before they could be imported and sold in China.

228. After November 7, 2018, non-special use cosmetics only require a premarket registration and can be imported after registration has been completed. That premarket registration requires the same animal testing as the earlier registrations but changes the timing for when a product can be imported into China.

229. To receive NMPA registration on foreign-produced special or non-special use cosmetics, a company must appoint and register a domestic responsible agent in China.

1 230. The domestic responsible agent must file an application with the NMPA on behalf
2 of the company that includes an examination and testing report issued by an NMPA-designated
3 examination and testing institution.

4 231. All NMPA-designated testing institutions are in China.

5 232. This means the domestic responsible agent must hire a laboratory in China to
6 perform the required testing. These laboratories are designated and certified by the Chinese
7 government.

8 233. The examination and testing report is governed by Chinese specific regulations,
9 with standards issued in 2002, updated in 2007, and updated again in 2015.

10 234. From 2007 to 2014, China's Hygienic Standards for Cosmetics (2007) dictated the
11 required examination and testing report. A translation of those standards is attached as Exhibit 2.

12 235. Those standards provide that the examination and testing report include multiple
13 skin irritation tests for cosmetics used daily, acute skin irritation tests for cosmetics rinsed after
14 use, and acute eye irritation tests for products that may come into contact with eyes.

15 236. The specifications for those tests are described in detail in the Hygienic Standards
16 for Cosmetics.

17 237. The acute skin irritation test includes applying the test substance to the shaved skin
18 of the animal, leaving the product on for 2 hours or longer, and then observing skin reactions at 1,
19 24, 48, and 72 hours after the product is removed. Ex. 2, Part II at 107.

20 238. The multiple skin irritation test includes the same procedure as the acute skin
21 irritation test, but the product is applied to the animal every day for 14 days, shaving the animal's
22 skin before each application. Ex. 2, Part II at 107.

23 239. The 2007 Standards note regarding the skin irritation tests: "Animals should be
24 humanely executed if they show signs of severe depression and distress at any stage of the test."
25 Ex. 2, Part II at 105.

26 240. The acute eye irritation test involves applying the test substance in the conjunctival
27 sac of one eye of the animal and not rinsed for at least 24 hours, but the substance is only rinsed if
28 deemed necessary. The eyes are examined at 1, 24, 48, and 72 hours after the substance is applied.

If no irritation is found, the test is terminated. If irritation is found, the test continues, and the eyes of the animals are examined again at 4 and 7 days. Ex. 2, Part II at 113–14.

241. The 2007 Standards note regarding the acute eye irrigation test: “Animals that show signs of severe depression and distress at any stage of the test should be humanely put to death and the subject evaluated appropriately in the light of the test. Animals that show corneal perforation, corneal ulceration, corneal 4 points for more than 48h, lack of light reflex for more than 72h, conjunctival ulceration, gangrene and decay, which are usually signs of irreversible damage, should also be humanely executed.” Ex. 2, Part II at 111.

242. Since 2015, the examination and testing report is governed by the Safety and Technical Standards for Cosmetics (2015). A translation of those standards is attached as Exhibit 3.

243. Those standards provide that the examination and testing report must include the acute dermal irritation test and the acute eye irritation test.

244. The specifications for those tests are similar to the 2007 tests and are described in detail in the Safety and Technical Standards for Cosmetics, but they include placing the product to be tested in the eye of the animal or on the shaved skin of the animal, leaving that product in the eye or on the skin, and observing its effects at 1, 24, 48, and 72 hours after application. Ex. 3 at 20–35.

245. Those regulations also provide: “If animals show severe depression and pain at any stage of the trial, they should be executed humanely.” Ex. 3 at 22, 28.

246. If a product is deemed special use because it contains UV protection, a skin phototoxicity test must be performed, which requires shaving off four patches of hair from a white rabbit or albino guinea pig, as shown in the following diagram (Ex. 2. Part II at 125):

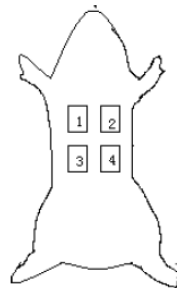


Figure 1 Schematic diagram of the location of the skin debridement area of the animal

247. The UV product is then applied to patches 1 and 2, with patches 3 and 4 left bare. Aluminum foil is then taped to the animal to cover patches 1 and 3, while patches 2 and 4 are irradiated with UV light. Ex. 2, Part II at 123–26.

248. The animal’s skin reactions are then observed and scored at 1 hour, 24 hours, 48 hours, and 72 hours after UV exposure. *Id.*, Part II at 125.

249. This test is identical in the 2007 and 2015 Standards. Ex. 3 at 44–49.

250. The process to import products into China is also described by the United States Department of Commerce in its “Asia Personal Care & Cosmetics Market Guide, 2016” (Ex. 1 at 16), which states:

Cosmetics in China are categorized as ordinary and special use cosmetics. Perfume, skin care, shampoo and color cosmetics fall into ordinary products and special use products refer to hair dye, hair perm, hair-growing, sunblock, anti-spot, slimming, breast-beautifying, depilatories and deodorant etc.

According to the CFDA (China Food and Drug Administration), all foreign cosmetic product manufacturers must complete a safety and health quality test, and obtain a hygiene permit before they are allowed to sell in the Chinese market. Application for this pre-market approval process can only be carried out by a Chinese legal entity. Overseas cosmetics manufacturers without legal representation in China are thus required to apply for the permit through agent services. The Manufacture [sic] needs to sign a “Letter of Authorization” confirming that it authorizes a Chinese company to be the registration responsible party in mainland China for the products.

251. The Department of Commerce also describes the required testing and the application procedures (*Id.* at 16–18):

Safety and Health Quality Test

This test is performed by designated laboratories appointed by the CFDA and are listed on the CFDA website. All these labs have different testing capabilities designated for testing against specific conditions, such as microbiology, hygienic chemistry, toxicology test (which includes animal testing) or conducting safe-for-human-use trials (for special use cosmetics). The test normally takes 2-3 months for ordinary cosmetics and 3-8 months for special-use cosmetics, while costs vary from \$700 to \$6,000 depending on the types and complexity of the products.

...

Hygiene Permit for Imported Cosmetics

Once testing is completed, the designated laboratory will issue a test report which needs to be submitted together with the other required documents for the application of the Hygiene Permit from CFDA. A committee under CFDA convenes to technical review and evaluate of [sic] imported cosmetics. The technical review time will be 3 months generally. If one application has been approved, a certificate will be issued by the CFDA. Companies need to submit the following documents (all translated in Chinese and notarized by a Chinese notarization company):

Application form for the cosmetic product to be imported

- Chinese product name and nomenclature;
- Product formula;
- Product quality and safety control file (The product info such as appearance, flavor, batch no and shelf life is required. Other quality control index like heavy metals and microbiology should be provided as well);
- Original product packaging including labelling information and product information sheet;
- Testing report and relevant data from testing organization certified by CFDA;
- Safety assessment report of cosmetics containing potential risk substances;
- Stamped copies of power of attorney and business license of Chinese responsible agent;
- Statement from manufacturer guaranteeing that materials used meet the requirements of BSE free regions.
- Free Sale Certificate at production country (region) or country (region) of origin
- Brief description and diagram of production process
- Technical requirements for cosmetic products in text
- Other relevant information which can support the application

The applicant will be notified by the CFDA within 5 days confirming whether the application is accepted or not. If the application is not accepted, the CFDA will provide explanation of discrepancies or missing documentation allowing the application to be resubmitted.

The Hygiene Certificate is valid for 4 years, and foreign manufacturers are required to renew it at least 4 months before it is expired.

252. Foreign-produced cosmetics also must be imported through China in accordance with its customs regulations.

253. Through 2021, a company would have had to provide a copy of the NMPA registration when going through customs, along with other information required under Chinese law.⁴²

254. An imported cosmetic must include a product label, which must list the manufacturer, the domestic responsible agent, and the NMPA registration number.

255. Up until 2018, a registration for non-special use cosmetics with the NMPA lasted four years, meaning that every foreign-produced cosmetic sold in China would have to be registered every four years and undergo animal testing every four years.

256. After 2018, non-special use product registrations do not expire, but starting on January 1, 2022, the registrant must provide an annual report to the NMPA. If an annual report is not filed, the NMPA may cancel the registration.

257. Registrations for special-use cosmetics only last for four years, meaning that every foreign-produced special use cosmetic sold in China would have to be registered every four years and undergo animal testing every four years.

258. In addition to the pre-market animal testing, all foreign-produced special and non-special use cosmetics can be subjected to post-market safety testing by Chinese authorities. This post-market testing includes animal testing.

259. On February 26, 2021, the NMPA promulgated the Administrative Provision for Cosmetics Registration and Filing Documents (“2021 Provision”), which allows foreign manufacturers of non-special use cosmetics to receive an exemption from animal testing. Starting

⁴² These requirements are found in the Measures for the Supervision and Administration of Inspection and Quarantine of Imported and Exported Cosmetics (formerly General Administration of Quality Supervision, Inspection and Quarantine of the People’s Republic of China) (Order No. 143, revised according to Orders No. 238, No. 240, and No. 243 of the General Administration of Customs), the Announcement from General Administration of Customs (Announcement No. 99 of 2020), and Announcement on Adjusting the Supervision Requirements for Some Imported and Exported Goods (Announcement No. 99 of 2020).

on May 1, 2021, as a guarantee of safety, the NMPA can accept a specified certification and product safety assessment from the country of manufacture, instead of requiring animal testing.

260. This exemption does not apply to special use cosmetics.

261. Since the 2021 Provision came into effect, several foreign manufacturers, including at least one based in California, have been granted approvals without requiring animal testing.

262. Since 2014, a cosmetic company can also get an exemption from animal testing by setting up or using domestic manufacturing facilities in China.

263. This exemption does not apply to special use cosmetics.

264. Domestic manufacturers of non-special use cosmetics can receive an exemption from animal testing, although they can still be subject to post-market testing by Chinese authorities. This post-market testing includes animal testing.

G. Paula's Choice and the Chinese Market

265. Paula's Choice began selling skincare products in China in 2009.

266. Paula's Choice registered at least sixty products, including one special use cosmetic with sunscreen, with the NMPA in China from 2009 to 2020. A list of Paula's Choice's NMPA registrations is attached as Exhibit 4.

267. Each of those product registrations would have required a testing report, meaning that Paula's Choice selected and retained a Chinese laboratory to perform animal testing.

268. The NMPA maintains a database, listing each of the registrations.

269. Each product received an NMPA registration number, meaning Paula's Choice's domestic responsible agents submitted an application for each product that included the examination and testing report as outlined in the Hygienic Standards for Cosmetics (2007) and Safety and Technical Standards for Cosmetics (2015).

270. Each examination and testing report required Paula's Choice's products (all 60 of them) to be tested on animals by the respective Chinese lab selected during the registration process.

271. Each product also lists Paula's Choice or its agent as the manufacturer of the product.

272. Paula's Choice also had to provide a copy of the NMPA registration or application when going through customs, along with other information required under Chinese law. *See supra*.

273. Paula's Choice could not have imported foreign cosmetics into China, or gone through Chinese customs, without an NMPA registration, each of which would require retaining a certified laboratory to do animal testing for that product.

274. At least by 2009, Paula's Choice engaged Shanghai Yingwen Economic and Trade Co., Ltd. ("Shanghai Yingwen") as its distributor in China.

275. Shanghai Yingwen was established by Ying Yang ("Yang") on August 18, 2006.

276. Shanghai Yingwen is wholly owned by Yang.

277. Shanghai Yingwen continued to act as Paula's Choice's domestic responsible agent in China through 2020.

278. Each of the sixty of Paula's Choice's NMPA registrations from 2009 to 2020 lists Shanghai Yingwen as the registered agent. Paula's Choice's NMPA registrations, Ex. 4.

279. Shanghai Yingwen established and maintained the Paula's Choice China website www.paulaschoice.com.cn.

280. While the Paula's Choice China website is no longer active, it was active and selling products in China from at least December 19, 2009,⁴³ to March 22, 2012.⁴⁴

281. In addition to selling products on the Paula's Choice China website, Paula's Choice sold in China through Amazon China, Paula's Choice Tmall site, and Little Red Book.

282. In 2010, Paula Begoun travelled to China to promote Paula's Choice's entry into China.

⁴³ Homepage, PAULA'S CHOICE CHINA, <https://web.archive.org/web/20091219102503/http://www.paulaschoice.com.cn/> (last visited Aug. 4, 2024).

⁴⁴ Homepage, PAULA'S CHOICE CHINA, <https://web.archive.org/web/20120322162205/http://www.paulaschoice.com.cn:80/> (last visited Aug. 4, 2024).

283. In 2010, Paula's Choice posted on its Facebook page: "Looks like I'll be going to China in September for media interviews. Paula's Choice is available in China at www.PaulasChoice.com.cn. -Paula."⁴⁵



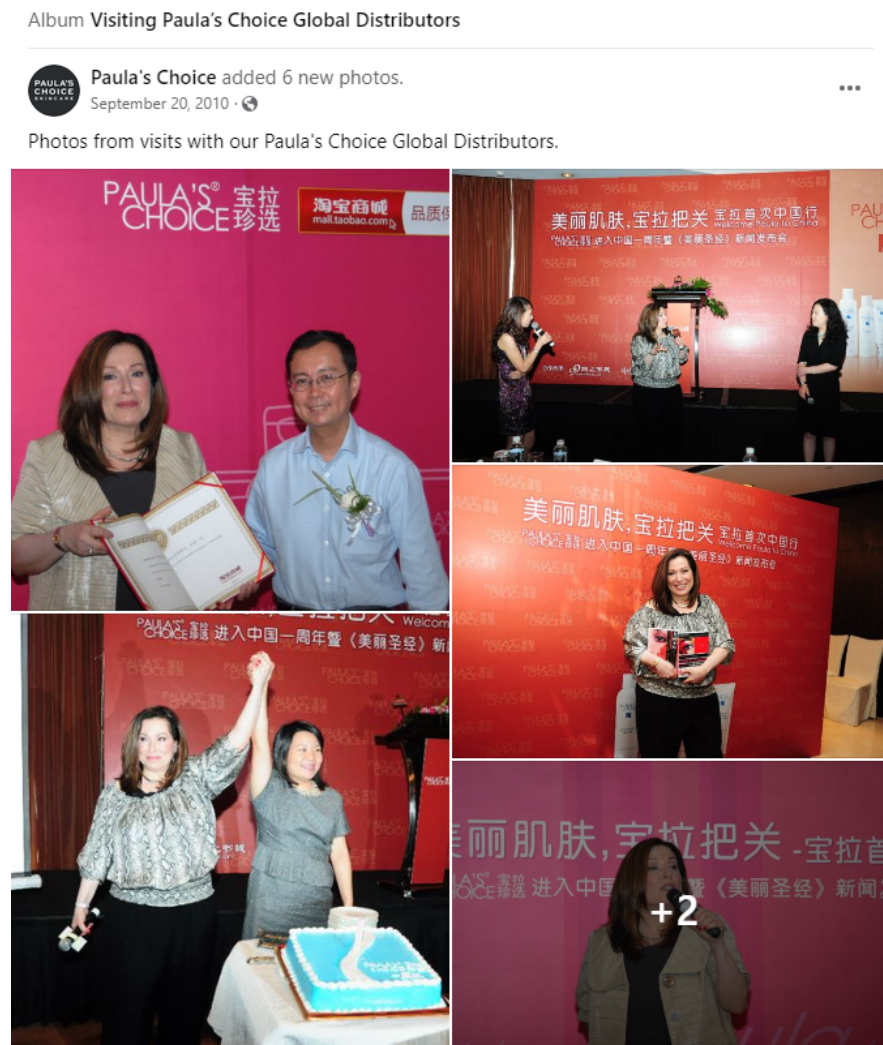
284. On August 10, 2010, Paula's Choice posted on its Facebook page that Begoun would be visiting Paula's Choice's distributor in China:



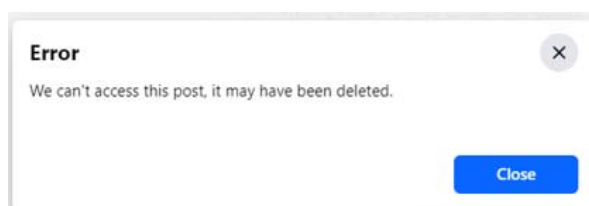
285. Upon information and belief, that post has since been removed from the Paula's Choice Facebook page.

⁴⁵ Paula's Choice Post, FACEBOOK (June 8, 2010), <https://www.facebook.com/PaulasChoice.Inc/posts/looks-like-ill-be-going-to-china-in-september-for-media-interviews-paulas-choice/117169221660237/> (last visited Aug. 4, 2024).

286. On September 20, 2010, Paula's Choice's Facebook page posted that Begoun was visiting with its global distributors, attaching photos from her trip to China:⁴⁶



⁴⁶ The post itself is visible on Paula's Choice's Facebook page, but the URL could not be accessed, as clicking on it results in a message which states: "Error We can't access this post, it may have been deleted."



287. In one photo, Begoun is photographed with Yang, with the caption: “Celebrating Paula’s Choice in China!”⁴⁷



288. Begoun was also photographed with the CFO of Taobao, Daniel Zhang.⁴⁸



⁴⁷ Paula’s Choice’s Post, FACEBOOK (September 20, 2010), <https://www.facebook.com/photo?fbid=439433579003&set=ms.c.eJwzMbY0MTY2MTMxMDDWMwFzTM0tkTgWyDIWSDJmyMrMwMoAXfsPhw~~~.bps.a.405023569003> (last visited Aug. 4, 2024).

⁴⁸ Paula’s Choice’s Post, FACEBOOK (September 20, 2010), <https://www.facebook.com/photo?fbid=439433464003&set=ms.c.eJwzMbY0MTY2MTMxMDDWMwFzTM0tkTgWyDIWSDJmyMrMwMoAXfsPhw~~~.bps.a.405023569003> (last visited Aug. 4, 2024).

289. Taobao owns Tmall (formerly Taobao Mall), the leading local Chinese E-commerce platform where Paula's Choice products are sold.

290. From 2009 to 2011, Paula's Choice registered five products with the NMPA, each product requiring animal testing. Paula's Choice's NMPA registrations, Ex. 4.

291. In 2012, PETA began exposing multiple cosmetic companies that claimed to be cruelty-free but had been selling products in China and undergoing animal testing.⁴⁹

292. PETA also began removing those companies from its Beauties Without Bunnies certification program if they did not stop selling in China.⁵⁰

293. In 2012, Paula's Choice shut down its Chinese website and instead directed consumers to its Hong Kong website.

294. The Hong Kong website remained nearly identical to the Chinese website.⁵¹



⁴⁹ See Michelle Reynolds, *Avon, Mary Kay, Estée Lauder Resume Animal Tests*, Feb. 16, 2012, PETA, <https://www.peta.org/blog/3-companies-booted-cruelty-free-list/> (last visited Aug. 4, 2024).

⁵⁰ *Id.*

⁵¹ Homepage, PAULA'S CHOICE CHINA, <https://web.archive.org/web/20120127102512/http://paulaschoice.com.cn/>; Homepage, PAULA'S CHOICE HONG KONG, <https://web.archive.org/web/20120430212330/http://www.paulaschoice.hk:80/> (last visited Aug. 4, 2024).



295. Upon information and belief, Paula's Choice removed its Chinese website to make it appear that it was no longer doing business in China and only doing business in Hong Kong.

296. On February 20, 2013, PETA reported that Paula's Choice was one of the companies that was no longer going to sell in China.⁵²

297. Paula's Choice did not stop selling in China in 2012 or 2013.

298. In 2012 Paula's Choice registered twelve products with the NMPA in China, each requiring animal testing. Paula's Choice's NMPA registrations, Ex. 4.

299. In 2013, Paula's Choice registered six products with the NMPA in China, each requiring animal testing, and all of them were registered after PETA reported that Paula's Choice was not selling in China. *Id.*

300. If Paula's Choice was only selling in Hong Kong, it would not have needed to obtain the NMPA registrations in China in 2012 and 2013.

301. In 2014, Begoun was interviewed for the blog "In My Bag," which reported: "Paula [Begoun] informed me that if a brand is sold in China, it's compulsory that it has to have been

⁵² Michelle Reynolds, *Pangea Organics Stops Selling in China to Save Animals*, PETA (February 20, 2013), ("And NYX, Paula's Choice, Yes To Carrots, and Jack Black have all said, "No, thanks!" to the Chinese market until tests on animals are no longer required—and that day is coming closer."), <https://www.peta.org/blog/pangea-organics-stops-selling-china/> (last visited Aug. 4, 2024).

1 tested on animals . . . That is the reason, according to Paula, that she has taken the (financially
2 challenging) decision not to sell her range there.”⁵³

3 302. In 2014, Paula’s Choice registered four products with the NMPA in China, each
4 requiring animal testing. Paula’s Choice’s NMPA registrations, Ex. 4.

5 303. In 2015, Begoun gave another interview where she was quoted as saying: “We were
6 on the cusp of setting up in China and then we heard about the animal testing and we pulled out.
7 We said ‘No’. It’s a billion people market. It’s a big deal. But ‘No.’”⁵⁴

8 304. From 2015 to 2016, Paula’s Choice registered nine products with the NMPA, each
9 requiring animal testing. Paula’s Choice’s NMPA registrations, Ex. 4.

10 305. In 2017, Paula’s Choice represented on its beautylopedia.com website that it did not
11 test on animals and included the following statement about sales in China: “IMPORTANT NOTE
12 ABOUT COSMETICS IMPORTED TO AND SOLD IN CHINA: The Chinese government
13 requires animal testing on all imported cosmetics sold from a physical storefront within mainland
14 China. So, a brand that retails there (in an actual store, not exclusively online) must agree to this
15 third-party testing even though they may not test on animals themselves or endorse this practice in
16 any other country.”⁵⁵

17 306. But there is no blanket exception for online sales in China. All cosmetics that are
18 imported and sold commercially in China require registration with the NMPA, including the
19 required animal testing, regardless of whether they are sold online or in a physical storefront.
20
21
22
23

24 ⁵³ Not Tested on Animals, INMYBAG.CO.ZA (February 28, 2014), <https://www.inmybag.co.za/2014/02/28/not-tested-on-animals/> (last visited Aug. 4, 2024).

25 ⁵⁴ Meeting Paula Begoun, CAROLINEHIRONS.COM (May 19, 2015), <https://www.carolinehirons.com/2015/05/meeting-paula-begoun.html> (last visited Aug. 4, 2024).

26 ⁵⁵ Animal Testing Report Card, BEAUTYPEDIA.COM,
27 <https://web.archive.org/web/20170218070715/beautypedia.com/animal-testing/> (last visited Aug.
28 4, 2024).

307. On May 25, 2017, Lei Wei, a business partner of Yang, posted a photo of with Begoun and Wang in China, promoting Paula's Choice products.⁵⁶



308. In 2017, Paula's Choice registered nine products with the NMPA in China, each requiring animal testing. Paula's Choice's NMPA registrations, Ex. 4.

309. In 2018, Begoun did an interview for the Chinese website CBO, where she discussed selling Paula's Choice products in China.⁵⁷

⁵⁶ Lei Wei Facebook Post, FACEBOOK (May 25, 2017), <https://www.facebook.com/photo?fbid=10155582878634411&set=ecnf.696059410> (last visited Aug. 4, 2024).

⁵⁷ Wu Sixin, Begoun Interview, CBO (September 15, 2018), <https://www.cbo.cn/article/id/46097.html> (last visited Aug. 4, 2024).

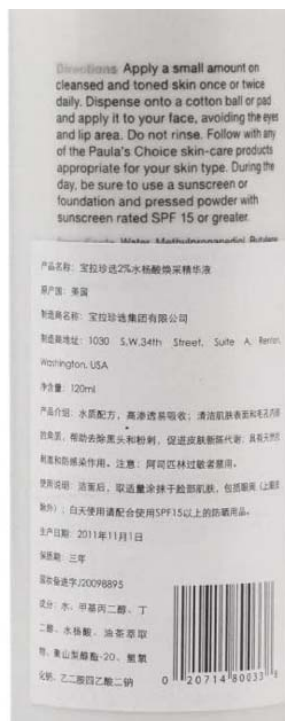
310. That article includes photos of Begoun, as well as promotional photos for Paula's Choice China.⁵⁸



311. From 2018 to 2020, Paula's Choice registered fifteen products with the NMPA in China, each requiring animal testing. Paula's Choice's NMPA registrations, Ex. 4.

312. Paula's Choice products sold in China have the required product label and accompanying NMPA registration number. The following are images of a Paula's Choice product sold through Amazon China, showing the label and NMPA registration number:

⁵⁸ *Id.*



313. To avoid animal testing, Paula's Choice could have availed itself of the 2014 regulations that allowed companies to manufacture non-special use cosmetics in China, rather than import them.

314. Instead, Paula's Choice continued to register and sell imported products in China from 2009 to 2020, an approach that required animal testing for each product.

315. Although foreign companies have been able to set up domestic manufacturing to avoid animal testing for non-special use cosmetics since 2014, Paula's Choice waited until 2021 to engage domestic manufacturers.

316. In 2021, Paula's Choice began bottling its products in China under the 2014 domestic manufacturing exemption, which allowed Paula's Choice to stop having its non-special use products tested on animals.

317. That same year Paula's Choice stopped registering its products with the NMPA and cancelled several of its NMPA registrations.

318. In total, from 2009 to 2020, Paula's Choice registered 60 products with the NMPA, with multiple registrations each year, all requiring animal testing. Paula's Choice's NMPA registrations, Ex. 4. The distribution of these registrations is as follows:

Number of Paula's Choice Products Registered with the NMPA by Year											
2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
1	3	1	12	6	4	4	5	9	3	3	9

H. Plaintiffs

319. Plaintiff Jesse Vargison purchased Paula's Choice products between 2018–2021.

320. Vargison currently resides in Seattle, Washington.

321. Vargison was first introduced to Paula's Choice through a friend who used to work in their marketing department. Before making his first purchase of Paula's Choice products he investigated and researched whether Paula's Choice products were cruelty-free, as the claim was a “selling point at the time of purchase.”

322. Vargison saw the “no animal testing” claims on the Paula's Choice website and marketing and relied on those claims in purchasing Paula's Choice products.

323. Vargison has purchased approximately 30–40 products since 2018.

324. Vargison would not have purchased Paula's Choice products had he known they were tested on animals.

325. Vargison purchased various products from Paula's Choice, including Skin Recovery Hydrating Treatment Mask, Clear Anti-Redness Exfoliating Solution, Clinical 1% Retinol Treatment, Resist Barrier Repair Moisturizer, Resist Advanced Pore-Refining Treatment 4% BHA, Skin Balancing Pore-Reducing Toner, Resist Anti-Aging Clear Skin Hydrator.

326. The following are photos of the products he currently still has:



1 327. Although all Paula's Choice products are represented as being both cruelty-free and
2 made by a cruelty-free company, Paula's Choice obtained NMPA approval for several of
3 Vargison's products in China, meaning those products were tested on animals in a Chinese lab.⁵⁹

4 328. Vargison generally purchased his Paula's Choice products either directly on the
5 Paula's Choice website or from various retailers and paid the listed retail price.

6 329. Vargison was not aware that Paula's Choice was testing on animals to sell in China
7 until he contacted undersigned counsel, and no reasonable investigation would have led him to
8 conclude otherwise.

9 330. Vargison would not have continued to purchase Paula's Choice products through
10 2021 had he known Paula's Choice tested any of its products on animals, regardless of where that
11 testing occurred.

12 331. Plaintiff Rachael Forbis (née Laxton) has purchased Paula's Choice products since
13 approximately 2014.

14 332. Forbis currently resides in Renton, Washington.

15 333. Forbis was first introduced to Paula's Choice products by her mother who also
16 purchased products and shared them with her.

17 334. Forbis further investigated and researched the product, including visiting the Paula's
18 Choice website, to verify that the products were cruelty-free.

19 335. Forbis actively looks for cruelty-free products and companies because she cares
20 about animals and the environment.

21 336. Forbis does not agree with animal testing and looks for products that are cruelty-
22 free.

23 337. Forbis relied on Paula's Choice's representations that the products she was
24 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

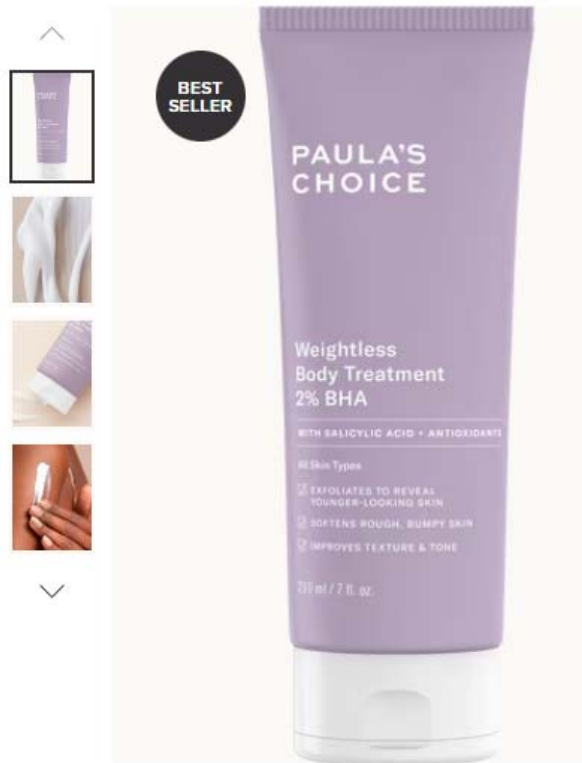
25
26
27 ⁵⁹ One judge has already found that where a company represents that it never tests on animals,
28 it breaks its cruelty-free promise on all products if it tests any products on animals, including those
that were not directly tested on animals.

338. Forbis would not have purchased or continued to purchase Paula's Choice products had she known those products had been tested on animals, regardless of where that animal testing occurred.

339. Forbis has purchased over 90 Paula's Choice products since 2014. She generally purchases her products directly on the Paula's Choice website and from Sephora.

340. The last products Forbis purchased were the Weightless Body Treatment 2% BHA, the Skin-Smoothing Retinol Body Treatment and the Hydrating Gel-to-Cream Cleanser.

341. Forbis purchased the Weightless Body Treatment 2% BHA on July 5, 2023 from the Paula's Choice website for \$33.20. This image is a photo of this product:



342. Forbis purchased the Skin-Smoothing Retinol Body Treatment and the Hydrating Gel-to-Cream Cleanser on January 27, 2023 from the Paula's Choice website for \$44.92. These images are photos of these products:



343. In making those purchases, Forbis relied on Paula's Choice's representations that its products were cruelty-free, including the representations on the bottles she purchased.

1 344. Had Forbis known that Paula's Choice products were tested on animals, she would
2 not have purchased these products.

3 345. Although all Paula's Choice products are represented as being both cruelty-free and
4 made by a cruelty-free company, Paula's Choice obtained NMPA approval for several of Forbis'
5 products in China, meaning those products were tested on animals in a Chinese lab.

6 346. Forbis was not aware that Paula's Choice was testing on animals to sell in China
7 until she contacted undersigned counsel, and no reasonable investigation would have led her to
8 conclude otherwise.

9 347. Forbis would not have continued to purchase Paula's Choice products through 2023
10 had she known Paula's Choice tested any of its products on animals, regardless of where that
11 testing occurred.

12 348. Plaintiff Bridget Froelich purchased Paula's Choice products either directly from
13 Paula's Choice or from a third-party retailer on or after December 22, 2009.

14 349. Froelich currently resides in Glen Ellyn, Illinois.

15 350. Froelich relied on Paula's Choice's representations that the products she was
16 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

17 351. Froelich relied on those cruelty-free claims in purchasing Paula's Choice products.

18 352. Froelich would not have purchased Paula's Choice products had she known they
19 were tested on animals.

20 353. Froelich would not have continued to purchase Paula's Choice products had she
21 known Paula's Choice tested any of its products on animals, regardless of where that testing
22 occurred.

23 354. Froelich does not agree with animal testing and actively looks for products that are
24 cruelty-free.

25 355. Plaintiff Christina Brankamp purchased Paula's Choice products either directly
26 from Paula's Choice or from a third-party retailer on or after December 22, 2009.

27 356. Brankamp currently resides in Huber Heights, Ohio.
28

1 357. Brankamp relied on Paula's Choice's representations that the products she was
2 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

3 358. Brankamp relied on those cruelty-free claims in purchasing Paula's Choice
4 products.

5 359. Brankamp would not have purchased Paula's Choice products had he/she known
6 they were tested on animals.

7 360. Brankamp would not have continued to purchase Paula's Choice products had she
8 known Paula's Choice tested any of its products on animals, regardless of where that testing
9 occurred.

10 361. Brankamp does not agree with animal testing and actively looks for products that
11 are cruelty-free.

12 362. Plaintiff Alexandra Nicholas-Dancy purchased Paula's Choice products either
13 directly from Paula's Choice or from a third-party retailer on or after December 22, 2009.

14 363. Nicholas-Dancy currently resides in Hays, North Carolina.

15 364. Nicholas-Dancy relied on Paula's Choice's representations that the products she was
16 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

17 365. Nicholas-Dancy relied on those cruelty-free claims in purchasing Paula's Choice
18 products.

19 366. Nicholas-Dancy would not have purchased Paula's Choice products had she known
20 they were tested on animals.

21 367. Nicholas-Dancy would not have continued to purchase Paula's Choice products had
22 she known Paula's Choice tested any of its products on animals, regardless of where that testing
23 occurred.

24 368. Nicholas-Dancy does not agree with animal testing and actively looks for products
25 that are cruelty-free.

26 369. Plaintiff Heather Frazier purchased Paula's Choice products either directly from
27 Paula's Choice or from a third-party retailer on or after December 22, 2009.

28 370. Frazier currently resides in Louisville, Kentucky.

1 371. Frazier relied on Paula's Choice's representations that the products she was
2 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

3 372. Frazier relied on those cruelty-free claims in purchasing Paula's Choice products.

4 373. Frazier would not have purchased Paula's Choice products had she known they
5 were tested on animals.

6 374. Frazier would not have continued to purchase Paula's Choice products had she
7 known Paula's Choice tested any of its products on animals, regardless of where that testing
8 occurred.

9 375. Frazier does not agree with animal testing and actively looks for products that are
10 cruelty-free.

11 376. Plaintiff Cecille Nguyen purchased Paula's Choice products either directly from
12 Paula's Choice, Sephora, or from a third-party retailer on or after December 22, 2009.

13 377. Nguyen currently resides in Seattle, Washington.

14 378. Nguyen relied on Paula's Choice's representations that the products she was
15 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

16 379. Nguyen relied on those cruelty-free claims in purchasing Paula's Choice products.

17 380. Nguyen would not have purchased Paula's Choice products had he/she known they
18 were tested on animals.

19 381. Nguyen would not have continued to purchase Paula's Choice products had she
20 known Paula's Choice tested any of its products on animals, regardless of where that testing
21 occurred.

22 382. Nguyen does not agree with animal testing and actively looks for products that are
23 cruelty-free.

24 383. Plaintiff Christine Knight purchased Paula's Choice products either directly from
25 Paula's Choice or from a third-party retailer on or after December 22, 2009.

26 384. Knight currently resides in Yarnell, Arizona.

27 385. Knight relied on Paula's Choice's representations that the products she was
28 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

1 386. Knight relied on those cruelty-free claims in purchasing Paula's Choice products.

2 387. Knight would not have purchased Paula's Choice products had she known they were
3 tested on animals.

4 388. Knight would not have continued to purchase Paula's Choice products had she
5 known Paula's Choice tested any of its products on animals, regardless of where that testing
6 occurred.

7 389. Knight does not agree with animal testing and actively looks for products that are
8 cruelty-free.

9 390. Plaintiff Dalit Cohen purchased Paula's Choice products either directly from Paula's
10 Choice or from a third-party retailer on or after December 22, 2009.

11 391. Cohen currently resides in Roslyn, New York.

12 392. Cohen relied on Paula's Choice's representations that the products she was
13 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

14 393. Cohen relied on those cruelty-free claims in purchasing Paula's Choice products.

15 394. Cohen would not have purchased Paula's Choice products had she known they were
16 tested on animals.

17 395. Cohen would not have continued to purchase Paula's Choice products had she
18 known Paula's Choice tested any of its products on animals, regardless of where that testing
19 occurred.

20 396. Cohen does not agree with animal testing and actively looks for products that are
21 cruelty-free.

22 397. Plaintiff Dawn van der Steeg purchased Paula's Choice products either directly
23 from Paula's Choice or from a third-party retailer on or after December 22, 2009.

24 398. Van der Steeg currently resides in Tamarac, Florida.

25 399. Van der Steeg relied on Paula's Choice's representations that the products she was
26 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

27 400. Van der Steeg relied on those cruelty-free claims in purchasing Paula's Choice
28 products.

1 401. Van der Steeg would not have purchased Paula's Choice products had he/she known
2 they were tested on animals.

3 402. Van der Steeg would not have continued to purchase Paula's Choice products had
4 she known Paula's Choice tested any of its products on animals, regardless of where that testing
5 occurred.

6 403. Van der Steeg does not agree with animal testing and actively looks for products
7 that are cruelty-free.

8 404. Van der Steeg actively looks for cruelty-free products and companies because she
9 cares about animals.

10 405. Plaintiff Shannon Weisman purchased Paula's Choice products either directly from
11 Paula's Choice or from a third-party retailer on or after December 22, 2009.

12 406. Weisman currently resides in Baltimore, Maryland.

13 407. Weisman relied on Paula's Choice's representations that the products she was
14 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

15 408. Weisman relied on those cruelty-free claims in purchasing Paula's Choice products.

16 409. Weisman would not have purchased Paula's Choice products had she known they
17 were tested on animals.

18 410. Weisman would not have continued to purchase Paula's Choice products had she
19 known Paula's Choice tested any of its products on animals, regardless of where that testing
20 occurred.

21 411. Weisman does not agree with animal testing and actively looks for products that are
22 cruelty-free.

23 412. Plaintiff Nellie Featherstone purchased Paula's Choice products either directly from
24 Paula's Choice or from a third-party retailer on or after December 22, 2009.

25 413. Featherstone currently resides in Bronx, New York.

26 414. Featherstone relied on Paula's Choice's representations that the products she was
27 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.
28

1 415. Featherstone relied on those cruelty-free claims in purchasing Paula's Choice
2 products.

3 416. Featherstone would not have purchased Paula's Choice products had she known
4 they were tested on animals.

5 417. Featherstone would not have continued to purchase Paula's Choice products had she
6 known Paula's Choice tested any of its products on animals, regardless of where that testing
7 occurred.

8 418. Featherstone does not agree with animal testing and actively looks for products that
9 are cruelty-free.

10 419. Plaintiff Samantha Kotcher purchased Paula's Choice products either directly from
11 Paula's Choice or from a third-party retailer on or after December 22, 2009.

12 420. Kotcher currently resides in New York, New York.

13 421. Kotcher relied on Paula's Choice's representations that the products she was
14 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

15 422. Kotcher relied on those cruelty-free claims in purchasing Paula's Choice products.

16 423. Kotcher would not have purchased Paula's Choice products had she known they
17 were tested on animals.

18 424. Kotcher would not have continued to purchase Paula's Choice products had she
19 known Paula's Choice tested any of its products on animals, regardless of where that testing
20 occurred.

21 425. Kotcher does not agree with animal testing and actively looks for products that are
22 cruelty-free.

23 426. Plaintiff Julia Bartholomew-King purchased Paula's Choice products either directly
24 from Paula's Choice or from a third-party retailer on or after December 22, 2009.

25 427. Bartholomew-King currently resides in Brooklyn, New York.

26 428. Bartholomew-King relied on Paula's Choice's representations that the products she
27 was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.
28

1 429. Bartholomew-King relied on those cruelty-free claims in purchasing Paula's Choice
2 products.

3 430. Bartholomew-King would not have purchased Paula's Choice products had she
4 known they were tested on animals.

5 431. Bartholomew-King would not have continued to purchase Paula's Choice products
6 had she known Paula's Choice tested any of its products on animals, regardless of where that
7 testing occurred.

8 432. Bartholomew-King does not agree with animal testing and actively looks for
9 products that are cruelty-free.

10 433. Plaintiff Vale Rae Dahl purchased Paula's Choice products either directly from
11 Paula's Choice or from a third-party retailer on or after December 22, 2009.

12 434. Rae Dahl currently resides in Silverdale, Washington.

13 435. Rae Dahl relied on Paula's Choice's representations that the products she was
14 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

15 436. Rae Dahl relied on those cruelty-free claims in purchasing Paula's Choice products.

16 437. Rae Dahl would not have purchased Paula's Choice products had she known they
17 were tested on animals.

18 438. Rae Dahl would not have continued to purchase Paula's Choice products had she
19 known Paula's Choice tested any of its products on animals, regardless of where that testing
20 occurred.

21 439. Rae Dahl does not agree with animal testing and actively looks for products that are
22 cruelty-free.

23 440. Plaintiff Tania Hinton purchased Paula's Choice products either directly from
24 Paula's Choice or from a third-party retailer on or after December 22, 2009.

25 441. Hinton currently resides in Sacramento, California.

26 442. Hinton relied on Paula's Choice's representations that the products she was
27 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

28 443. Hinton relied on those cruelty-free claims in purchasing Paula's Choice products.

1 444. Hinton would not have purchased Paula's Choice products had she known they were
2 tested on animals.

3 445. Hinton would not have continued to purchase Paula's Choice products had she
4 known Paula's Choice tested any of its products on animals, regardless of where that testing
5 occurred.

6 446. Hinton does not agree with animal testing and actively looks for products that are
7 cruelty-free.

8 447. Hinton actively looks for cruelty-free products and companies because she cares
9 about animals.

10 448. Plaintiff Roz Saedi purchased Paula's Choice products either directly from Paula's
11 Choice or from a third-party retailer on or after December 22, 2009.

12 449. Saedi currently resides in Los Angeles, California.

13 450. Saedi relied on Paula's Choice's representations that the products she was
14 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

15 451. Saedi relied on those cruelty-free claims in purchasing Paula's Choice products.

16 452. Saedi would not have purchased Paula's Choice products had he/she known they
17 were tested on animals.

18 453. Saedi would not have continued to purchase Paula's Choice products had she known
19 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

20 454. Saedi does not agree with animal testing and actively looks for products that are
21 cruelty-free.

22 455. Plaintiff Abbygail Parker purchased Paula's Choice products either directly from
23 Paula's Choice or from a third-party retailer on or after December 22, 2009.

24 456. Parker currently resides in Seattle, Washington.

25 457. Parker relied on Paula's Choice's representations that the products she was
26 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

27 458. Parker relied on those cruelty-free claims in purchasing Paula's Choice products.
28

1 459. Parker would not have purchased Paula's Choice products had she known they were
2 tested on animals.

3 460. Parker would not have continued to purchase Paula's Choice products had she
4 known Paula's Choice tested any of its products on animals, regardless of where that testing
5 occurred.

6 461. Parker does not agree with animal testing and actively looks for products that are
7 cruelty-free.

8 462. Parker actively looks for cruelty-free products and companies because she cares
9 about animals.

10 463. Parker generally purchases her products directly on the Paula's Choice website and
11 Sephora.

12 464. Plaintiff Cheryl Simonton purchased Paula's Choice products either directly from
13 Paula's Choice or from a third-party retailer on or after December 22, 2009.

14 465. Simonton currently resides in Houston, Texas.

15 466. Simonton relied on Paula's Choice's representations that the products she was
16 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

17 467. Simonton relied on those cruelty-free claims in purchasing Paula's Choice products.

18 468. Simonton would not have purchased Paula's Choice products had she known they
19 were tested on animals.

20 469. Simonton would not have continued to purchase Paula's Choice products had she
21 known Paula's Choice tested any of its products on animals, regardless of where that testing
22 occurred.

23 470. Simonton does not agree with animal testing and actively looks for products that are
24 cruelty-free.

25 471. Plaintiff Crystal Akemon purchased Paula's Choice products either directly from
26 Paula's Choice or from a third-party retailer on or after December 22, 2009.

27 472. Akemon currently resides in North Hollywood, California.
28

1 473. Akemon relied on Paula's Choice's representations that the products she was
2 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

3 474. Akemon relied on those cruelty-free claims in purchasing Paula's Choice products.

4 475. Akemon would not have purchased Paula's Choice products had she known they
5 were tested on animals.

6 476. Akemon would not have continued to purchase Paula's Choice products had she
7 known Paula's Choice tested any of its products on animals, regardless of where that testing
8 occurred.

9 477. Akemon does not agree with animal testing and actively looks for products that are
10 cruelty-free.

11 478. Plaintiff Jasmin Kaset purchased Paula's Choice products either directly from
12 Paula's Choice or from a third-party retailer on or after December 22, 2009.

13 479. Kaset currently resides in Nashville, Tennessee.

14 480. Kaset relied on Paula's Choice's representations that the products she was
15 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

16 481. Kaset relied on those cruelty-free claims in purchasing Paula's Choice products.

17 482. Kaset would not have purchased Paula's Choice products had she known they were
18 tested on animals.

19 483. Kaset would not have continued to purchase Paula's Choice products through 2023
20 had she known Paula's Choice tested any of its products on animals, regardless of where that
21 testing occurred.

22 484. Kaset does not agree with animal testing and actively looks for products that are
23 cruelty-free.

24 485. Kaset has purchased approximately 23 Paula's Choice products since 2012. She
25 generally purchases her products directly on the Paula's Choice website and Dermstore.com.

26 486. Kaset purchased various products from Paula's Choice, including: RESIST Daily
27 Smoothing Treatment with 5% Alpha Hydroxy Acid, RESIST Super Antioxidant Concentrate
28 Serum, Extra Care Moisturizing Sunscreen SPF 30+, Skin Recovery Super Antioxidant

1 Concentrate Serum, RESIST Optimal Results Hydrating Cleanser, RESIST Advanced
 2 Replenishing Toner Skin Remodeling Complex, Skin Recovery Enriched Calming Toner, Gentle
 3 Touch Makeup Remover, Moisture Boost Essential Hydrating Toner, RESIST Ultimate Anti-
 4 Aging Hand Cream SPF30, Moisture Boost Hydrating Treatment Cream, Skin Perfecting 2% BHA
 5 Liquid Exfoliant, Resist C15 Super Booster, Resist Super Antioxidant Concentrate Serum, RESIST
 6 Intensive Repair Cream, Gentle Cleansing Cloths, GENTLE TOUCH Makeup Remover, and SKIN
 7 RECOVERY Replenishing Moisturizer.

8 487. Plaintiff Marcy Luiz purchased Paula's Choice products either directly from Paula's
 9 Choice or from a third-party retailer on or after December 22, 2009.

10 488. Luiz currently resides in Oakland, California.

11 489. Luiz relied on Paula's Choice's representations that the products she was purchasing
 12 were not tested on animals and that Paula's Choice did not perform animal testing.

13 490. Luiz relied on those cruelty-free claims in purchasing Paula's Choice products.

14 491. Luiz would not have purchased Paula's Choice products had she known they were
 15 tested on animals.

16 492. Luiz would not have continued to purchase Paula's Choice products had she known
 17 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

18 493. Luiz does not agree with animal testing and actively looks for products that are
 19 cruelty-free.

20 494. Plaintiff Wilfred Knapp purchased Paula's Choice products either directly from
 21 Paula's Choice or from a third-party retailer on or after December 22, 2009.

22 495. Knapp currently resides in White Hall, Arkansas.

23 496. Knapp relied on Paula's Choice's representations that the products he was
 24 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

25 497. Knapp relied on those cruelty-free claims in purchasing Paula's Choice products.

26 498. Knapp would not have purchased Paula's Choice products had he known they were
 27 tested on animals.

1 499. Knapp would not have continued to purchase Paula's Choice products had he
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 500. Knapp does not agree with animal testing and actively looks for products that are
5 cruelty-free.

6 501. Plaintiff Lauren Trotter purchased Paula's Choice products either directly from
7 Paula's Choice or from a third-party retailer on or after December 22, 2009.

8 502. Trotter currently resides in Forney, Texas.

9 503. Trotter relied on Paula's Choice's representations that the products she was
10 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

11 504. Trotter relied on those cruelty-free claims in purchasing Paula's Choice products.

12 505. Trotter would not have purchased Paula's Choice products had she known they were
13 tested on animals.

14 506. Trotter would not have continued to purchase Paula's Choice products had she
15 known Paula's Choice tested any of its products on animals, regardless of where that testing
16 occurred.

17 507. Trotter does not agree with animal testing and actively looks for products that are
18 cruelty-free.

19 508. Plaintiff Paige Bridges purchased Paula's Choice products either directly from
20 Paula's Choice or from a third-party retailer on or after December 22, 2009.

21 509. Bridges currently resides in Cypress, California.

22 510. Bridges relied on Paula's Choice's representations that the products she was
23 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

24 511. Bridges relied on those cruelty-free claims in purchasing Paula's Choice products.

25 512. Bridges would not have purchased Paula's Choice products had she known they
26 were tested on animals.

1 513. Bridges would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 514. Bridges does not agree with animal testing and actively looks for products that are
5 cruelty-free.

6 515. Plaintiff Jada Jefferson purchased Paula's Choice products either directly from
7 Paula's Choice or from a third-party retailer on or after December 22, 2009.

8 516. Jefferson currently resides in Huntsville, Alabama.

9 517. Jefferson relied on Paula's Choice's representations that the products she was
10 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

11 518. Jefferson relied on those cruelty-free claims in purchasing Paula's Choice products.

12 519. Jefferson would not have purchased Paula's Choice products had he/she known they
13 were tested on animals.

14 520. Jefferson would not have continued to purchase Paula's Choice products had she
15 known Paula's Choice tested any of its products on animals, regardless of where that testing
16 occurred.

17 521. Jefferson does not agree with animal testing and actively looks for products that are
18 cruelty-free.

19 522. Plaintiff Robyn Khanjian purchased Paula's Choice products either directly from
20 Paula's Choice or from a third-party retailer on or after December 22, 2009.

21 523. Khanjian currently resides in Shoreline, Washington.

22 524. Khanjian relied on Paula's Choice's representations that the products she was
23 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

24 525. Khanjian relied on those cruelty-free claims in purchasing Paula's Choice products.

25 526. Khanjian would not have purchased Paula's Choice products had she known they
26 were tested on animals.

1 527. Khanjian would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 528. Khanjian does not agree with animal testing and actively looks for products that are
5 cruelty-free.

6 529. Khanjian actively looks for cruelty-free products and companies because she is a
7 longtime vegetarian and vegan.

8 530. Khanjian has purchased approximately 15–20 products since 2016. She generally
9 purchases her products directly on the Paula's Choice website.

10 531. Khanjian purchased various products from Paula's Choice, including: Skin
11 Perfecting 2% BHA Liquid Exfoliant, RESIST Triple-Action Dark Spot Eraser 7% AHA Lotion,
12 Pore Clarifying Charcoal Gel Mask, PC4MEN Shave, Daily Replenishing Body Cream, and
13 Radiance Renewal Mask.

14 532. Plaintiff Caitlin Orozco purchased Paula's Choice products either directly from
15 Paula's Choice or from a third-party retailer on or after December 22, 2009.

16 533. Orozco currently resides in Chicago, Illinois.

17 534. Orozco relied on Paula's Choice's representations that the products she was
18 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

19 535. Orozco relied on those cruelty-free claims in purchasing Paula's Choice products.

20 536. Orozco would not have purchased Paula's Choice products had he/she known they
21 were tested on animals.

22 537. Orozco would not have continued to purchase Paula's Choice products had she
23 known Paula's Choice tested any of its products on animals, regardless of where that testing
24 occurred.

25 538. Orozco does not agree with animal testing and actively looks for products that are
26 cruelty-free.

27 539. Plaintiff Stephanie Gross purchased Paula's Choice products either directly from
28 Paula's Choice or from a third-party retailer on or after December 22, 2009.

1 540. Gross currently resides in Naperville, Illinois.

2 541. Gross relied on Paula's Choice's representations that the products she was
3 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

4 542. Gross relied on those cruelty-free claims in purchasing Paula's Choice products.

5 543. Gross would not have purchased Paula's Choice products had he/she known they
6 were tested on animals.

7 544. Gross would not have continued to purchase Paula's Choice products had she
8 known Paula's Choice tested any of its products on animals, regardless of where that testing
9 occurred.

10 545. Gross does not agree with animal testing and actively looks for products that are
11 cruelty-free.

12 546. Plaintiff Soraya Heydari purchased Paula's Choice products either directly from
13 Paula's Choice or from a third-party retailer on or after December 22, 2009.

14 547. Heydari currently resides in Los Angeles, California.

15 548. Heydari relied on Paula's Choice's representations that the products she was
16 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

17 549. Heydari relied on those cruelty-free claims in purchasing Paula's Choice products.

18 550. Heydari would not have purchased Paula's Choice products had she known they
19 were tested on animals.

20 551. Heydari would not have continued to purchase Paula's Choice products had she
21 known Paula's Choice tested any of its products on animals, regardless of where that testing
22 occurred.

23 552. Heydari does not agree with animal testing and actively looks for products that are
24 cruelty-free.

25 553. Plaintiff Shana Fix purchased Paula's Choice products either directly from Paula's
26 Choice or from a third-party retailer on or after December 22, 2009.

27 554. Fix currently resides in Huntington Beach, California.

1 555. Fix relied on Paula's Choice's representations that the products she was purchasing
2 were not tested on animals and that Paula's Choice did not perform animal testing.

3 556. Fix relied on those cruelty-free claims in purchasing Paula's Choice products.

4 557. Fix would not have purchased Paula's Choice products had he/she known they were
5 tested on animals.

6 558. Fix would not have continued to purchase Paula's Choice products had she known
7 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

8 559. Fix does not agree with animal testing and actively looks for products that are
9 cruelty-free.

10 560. Fix generally purchases her Paula's Choice products from Sephora and
11 Amazon.com.

12 561. Plaintiff Mallory Suhling purchased Paula's Choice products either directly from
13 Paula's Choice or from a third-party retailer on or after December 22, 2009.

14 562. Suhling currently resides in Gurnee, Illinois.

15 563. Suhling relied on Paula's Choice's representations that the products she was
16 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

17 564. Suhling relied on those cruelty-free claims in purchasing Paula's Choice products.

18 565. Suhling would not have purchased Paula's Choice products had she known they
19 were tested on animals.

20 566. Suhling would not have continued to purchase Paula's Choice products had she
21 known Paula's Choice tested any of its products on animals, regardless of where that testing
22 occurred.

23 567. Suhling does not agree with animal testing and actively looks for products that are
24 cruelty-free.

25 568. Suhling generally purchases her Paula's Choice products from Sephora and
26 Dermstore.com.

27 569. Plaintiff Donita Hammond-Grant purchased Paula's Choice products either directly
28 from Paula's Choice or from a third-party retailer on or after December 22, 2009.

1 570. Hammond-Grant currently resides in Atlanta, Georgia.

2 571. Hammond-Grant relied on Paula's Choice's representations that the products she
3 was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

4 572. Hammond-Grant relied on those cruelty-free claims in purchasing Paula's Choice
5 products.

6 573. Hammond-Grant would not have purchased Paula's Choice products had she known
7 they were tested on animals.

8 574. Hammond-Grant would not have continued to purchase Paula's Choice products
9 had she known Paula's Choice tested any of its products on animals, regardless of where that
10 testing occurred.

11 575. Hammond-Grant does not agree with animal testing and actively looks for products
12 that are cruelty-free.

13 576. Hammond-Grant actively looks for cruelty-free products and companies because
14 she is vegan and cares about animals.

15 577. Hammond-Grant generally purchases her products directly on the Paula's Choice
16 website and Amazon.com.

17 578. Plaintiff Esperanza De Lara purchased Paula's Choice products either directly from
18 Paula's Choice or from a third-party retailer on or after December 22, 2009.

19 579. De Lara currently resides in Chula Vista, California.

20 580. De Lara relied on Paula's Choice's representations that the products she was
21 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

22 581. De Lara relied on those cruelty-free claims in purchasing Paula's Choice products.

23 582. De Lara would not have purchased Paula's Choice products had he/she known they
24 were tested on animals.

25 583. De Lara would not have continued to purchase Paula's Choice products had she
26 known Paula's Choice tested any of its products on animals, regardless of where that testing
27 occurred.

1 584. De Lara does not agree with animal testing and actively looks for products that are
2 cruelty-free.

3 585. De Lara has purchased products since 2016, including: HYDRALIGHT Healthy
4 Skin Refreshing Toner, HYDRALIGHT One Step Face Cleanser, and Omega+ Complex
5 Moisturizer. She generally purchases her products directly on the Paula's Choice website and
6 Dermstore.com.

7 586. Plaintiff Autumn McKay purchased Paula's Choice products either directly from
8 Paula's Choice or from a third-party retailer on or after December 22, 2009.

9 587. McKay currently resides in Seattle, Washington.

10 588. McKay relied on Paula's Choice's representations that the products she was
11 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

12 589. McKay relied on those cruelty-free claims in purchasing Paula's Choice products.

13 590. McKay would not have purchased Paula's Choice products had she known they
14 were tested on animals.

15 591. McKay would not have continued to purchase Paula's Choice products had she
16 known Paula's Choice tested any of its products on animals, regardless of where that testing
17 occurred.

18 592. McKay does not agree with animal testing and actively looks for products that are
19 cruelty-free.

20 593. Plaintiff Catherine Pasternack purchased Paula's Choice products either directly
21 from Paula's Choice or from a third-party retailer on or after December 22, 2009.

22 594. Pasternack currently resides in Los Angeles, California.

23 595. Pasternack relied on Paula's Choice's representations that the products she was
24 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

25 596. Pasternack relied on those cruelty-free claims in purchasing Paula's Choice
26 products.

27 597. Pasternack would not have purchased Paula's Choice products had she known they
28 were tested on animals.

1 598. Pasternack would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 599. Pasternack does not agree with animal testing and actively looks for products that
5 are cruelty-free.

6 600. Pasternack actively looks for cruelty-free products and companies because she is a
7 vegan and cares about animals.

8 601. Pasternack has purchased approximately 8 products since 2021. She generally
9 purchases her products directly on the Paula's Choice website and Amazon.com.

10 602. Pasternack purchased various products from Paula's Choice, including: CLINICAL
11 1% Retinol Treatment Cream with Peptides, and Skin Perfecting 2% BHA Liquid Salicylic Acid.

12 603. Plaintiff Narjes Deris purchased Paula's Choice products either directly from
13 Paula's Choice or from a third-party retailer on or after December 22, 2009.

14 604. Deris currently resides in Merlin, Oregon.

15 605. Deris relied on Paula's Choice's representations that the products she was
16 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

17 606. Deris relied on those cruelty-free claims in purchasing Paula's Choice products.

18 607. Deris would not have purchased Paula's Choice products had she known they were
19 tested on animals.

20 608. Deris would not have continued to purchase Paula's Choice products had she known
21 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

22 609. Deris does not agree with animal testing and actively looks for products that are
23 cruelty-free.

24 610. Deris generally purchases her Paula's Choice products from Sephora or other third-
25 party retailers.

26 611. Plaintiff Audra Harris purchased Paula's Choice products either directly from
27 Paula's Choice or from a third-party retailer on or after December 22, 2009.

28 612. Harris currently resides in New York, New York.

1 613. Harris relied on Paula's Choice's representations that the products she was
2 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

3 614. Harris relied on those cruelty-free claims in purchasing Paula's Choice products.

4 615. Harris would not have purchased Paula's Choice products had she known they were
5 tested on animals.

6 616. Harris would not have continued to purchase Paula's Choice products had she
7 known Paula's Choice tested any of its products on animals, regardless of where that testing
8 occurred.

9 617. Harris does not agree with animal testing and actively looks for products that are
10 cruelty-free.

11 618. Harris generally purchases her products directly on the Paula's Choice website and
12 Sephora.

13 619. Plaintiff Kimberly Lathan purchased Paula's Choice products either directly from
14 Paula's Choice or from a third-party retailer on or after December 22, 2009.

15 620. Lathan currently resides in Mesquite, Texas.

16 621. Lathan relied on Paula's Choice's representations that the products she was
17 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

18 622. Lathan relied on those cruelty-free claims in purchasing Paula's Choice products.

19 623. Lathan would not have purchased Paula's Choice products had she known they were
20 tested on animals.

21 624. Lathan would not have continued to purchase Paula's Choice products had she
22 known Paula's Choice tested any of its products on animals, regardless of where that testing
23 occurred.

24 625. Lathan does not agree with animal testing and actively looks for products that are
25 cruelty-free.

26 626. On December 3, 2021 Lathan purchased the Skin Perfecting 2% BHA Liquid
27 Exfoliant from Sephora.

1 627. Plaintiff Dawn Martin purchased Paula's Choice products either directly from
2 Paula's Choice or from a third-party retailer on or after December 22, 2009.

3 628. Martin currently resides in North Las Vegas, Nevada.

4 629. Martin relied on Paula's Choice's representations that the products she was
5 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

6 630. Martin relied on those cruelty-free claims in purchasing Paula's Choice products.

7 631. Martin would not have purchased Paula's Choice products had she known they were
8 tested on animals.

9 632. Martin would not have continued to purchase Paula's Choice products had she
10 known Paula's Choice tested any of its products on animals, regardless of where that testing
11 occurred.

12 633. Martin does not agree with animal testing and actively looks for products that are
13 cruelty-free.

14 634. Martin actively looks for cruelty-free products and companies because she has been
15 a vegan for nearly 23 years.

16 635. Martin generally purchases her products from Sephora and Kohl's (which has a
17 Sephora in store).

18 636. On May 28, 2022 Martin purchased the Explore Exfoliation Mini Kit and RESIST
19 Intensive Repair Cream from Sephora.

20 637. Plaintiff Kelly Pettus purchased Paula's Choice products either directly from
21 Paula's Choice or from a third-party retailer on or after December 22, 2009.

22 638. Pettus currently resides in North Charleston, South Carolina.

23 639. Pettus relied on Paula's Choice's representations that the products she was
24 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

25 640. Pettus relied on those cruelty-free claims in purchasing Paula's Choice products.

26 641. Pettus would not have purchased Paula's Choice products had she known they were
27 tested on animals.

642. Pettus would not have continued to purchase Paula's Choice products had she known Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

643. Pettus does not agree with animal testing and actively looks for products that are cruelty-free.

644. Pettus generally purchases her products from Sephora and Amazon.com.

645. Plaintiff Lakeisha Whipe purchased Paula's Choice products either directly from Paula's Choice or from a third-party retailer on or after December 22, 2009.

646. Whipe currently resides in Memphis, Tennessee.

647. Whipe relied on Paula's Choice's representations that the products she was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

648. Whipe relied on those cruelty-free claims in purchasing Paula's Choice products.

649. Whipe would not have purchased Paula's Choice products had she known they were tested on animals.

650. Whipe would not have continued to purchase Paula's Choice products had she known Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

651. Whipe does not agree with animal testing and actively looks for products that are cruelty-free.

652. Whipe generally purchases her products directly on the Paula's Choice website and Amazon.com.

653. Plaintiff Autumn Hood purchased Paula's Choice products either directly from Paula's Choice or from a third-party retailer on or after December 22, 2009.

654. Hood currently resides in Ontario, Oregon.

655. Hood relied on Paula's Choice's representations that the products she was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

656. Hood relied on those cruelty-free claims in purchasing Paula's Choice products.

1 657. Hood would not have purchased Paula's Choice products had she known they were
2 tested on animals.

3 658. Hood would not have continued to purchase Paula's Choice products had she known
4 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

5 659. Hood does not agree with animal testing and actively looks for products that are
6 cruelty-free.

7 660. Hood actively looks for cruelty-free products and companies because she cares
8 about animals.

9 661. Hood has purchased Paula's Choice products since 2021. She generally purchases
10 her products directly on the Paula's Choice website, Sephora, Amazon.com, and other third-party
11 retailers.

12 662. Hood purchased various products from Paula's Choice, including: Skin Perfecting
13 2% BHA Liquid Exfoliant, SKIN PERFECTING 25% AHA + 2% BHA Exfoliant Peel, CLEAR
14 Extra Strength Anti-Redness Exfoliating Solution with 2% Salicylic Acid, CLEAR Extra Strength
15 Daily Skin Clearing Treatment with 5% Benzoyl Peroxide, RESIST Advanced Replenishing
16 Toner, and Weightless Body Treatment 2% BHA.

17 663. Plaintiff Lisa Farthing purchased Paula's Choice products either directly from
18 Paula's Choice or from a third-party retailer on or after December 22, 2009.

19 664. Farthing currently resides in Austin, Texas.

20 665. Farthing was first introduced to Paula's Choice by a former co-worker who is a
21 vegan and PETA supporter.

22 666. Farthing relied on Paula's Choice's representations that the products she was
23 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

24 667. Farthing relied on those cruelty-free claims in purchasing Paula's Choice products.

25 668. Farthing would not have purchased Paula's Choice products had she known they
26 were tested on animals.

1 669. Farthing would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 670. Farthing does not agree with animal testing and actively looks for products that are
5 cruelty-free.

6 671. Plaintiff Vickie Taylor purchased Paula's Choice products either directly from
7 Paula's Choice or from a third-party retailer on or after December 22, 2009.

8 672. Taylor currently resides in Huntsville, Alabama.

9 673. Taylor relied on Paula's Choice's representations that the products she was
10 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

11 674. Taylor relied on those cruelty-free claims in purchasing Paula's Choice products.

12 675. Taylor would not have purchased Paula's Choice products had she known they were
13 tested on animals.

14 676. Taylor would not have continued to purchase Paula's Choice products had she
15 known Paula's Choice tested any of its products on animals, regardless of where that testing
16 occurred.

17 677. Taylor does not agree with animal testing and actively looks for products that are
18 cruelty-free.

19 678. Plaintiff Rabia Sheikh purchased Paula's Choice products either directly from
20 Paula's Choice or from a third-party retailer on or after December 22, 2009.

21 679. Sheikh currently resides in Puyallup, Washington.

22 680. Sheikh relied on Paula's Choice's representations that the products she was
23 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

24 681. Sheikh relied on those cruelty-free claims in purchasing Paula's Choice products.

25 682. Sheikh would not have purchased Paula's Choice products had she known they were
26 tested on animals.

1 683. Sheikh would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 684. Sheikh does not agree with animal testing and actively looks for products that are
5 cruelty-free.

6 685. Sheikh generally purchases her products directly on the Paula's Choice website.

7 686. Plaintiff Charisse Wheby purchased Paula's Choice products either directly from
8 Paula's Choice or from a third-party retailer on or after December 22, 2009.

9 687. Wheby currently resides in Islip, New York.

10 688. Wheby relied on Paula's Choice's representations that the products she was
11 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

12 689. Wheby relied on those cruelty-free claims in purchasing Paula's Choice products.

13 690. Wheby would not have purchased Paula's Choice products had she known they
14 were tested on animals.

15 691. Wheby would not have continued to purchase Paula's Choice products had she
16 known Paula's Choice tested any of its products on animals, regardless of where that testing
17 occurred.

18 692. Wheby does not agree with animal testing and actively looks for products that are
19 cruelty-free.

20 693. On October 22, 2023 Wheby purchased the RESIST Perfectly Balanced Foaming
21 Cleanser for \$23.00 from Sephora.

22 694. Plaintiff Kara Bare purchased Paula's Choice products either directly from Paula's
23 Choice or from a third-party retailer on or after December 22, 2009.

24 695. Bare currently resides in South Bend, Indiana.

25 696. Bare relied on Paula's Choice's representations that the products she was
26 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

27 697. Bare relied on those cruelty-free claims in purchasing Paula's Choice products.

1 698. Bare would not have purchased Paula's Choice products had she known they were
2 tested on animals.

3 699. Bare would not have continued to purchase Paula's Choice products had she known
4 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

5 700. Bare does not agree with animal testing and actively looks for products that are
6 cruelty-free.

7 701. Plaintiff Heather Jones purchased Paula's Choice products either directly from
8 Paula's Choice or from a third-party retailer on or after December 22, 2009.

9 702. Jones currently resides in Portland, Oregon.

10 703. Jones relied on Paula's Choice's representations that the products she was
11 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

12 704. Jones relied on those cruelty-free claims in purchasing Paula's Choice products.

13 705. Jones would not have purchased Paula's Choice products had she known they were
14 tested on animals.

15 706. Jones would not have continued to purchase Paula's Choice products had she known
16 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

17 707. Jones does not agree with animal testing and actively looks for products that are
18 cruelty-free.

19 708. Plaintiff Mary Keum purchased Paula's Choice products either directly from Paula's
20 Choice or from a third-party retailer on or after December 22, 2009.

21 709. Keum currently resides in Las Vegas, Nevada.

22 710. Keum relied on Paula's Choice's representations that the products she was
23 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

24 711. Keum relied on those cruelty-free claims in purchasing Paula's Choice products.

25 712. Keum would not have purchased Paula's Choice products had she known they were
26 tested on animals.

1 713. Keum would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 714. Keum does not agree with animal testing and actively looks for products that are
5 cruelty-free.

6 715. Keum generally purchases her products directly on the Paula's Choice website and
7 Sephora.

8 716. On January 22, 2022 Keum purchased various products from the Paula's Choice
9 website, including: RESIST Anti-Aging Clear Skin Hydrator for \$29.75, SKIN PERFECTING
10 25% AHA + 2% BHA Exfoliant Peel for \$34.00, and RESIST Super Antioxidant Serum for \$7.65.

11 717. On May 15, 2022 Keum purchased various products from the Paula's Choice
12 website, including: SKIN PERFECTING Travel Size 2% BHA Liquid Exfoliant for \$9.35, 10%
13 Azelaic Acid Booster for \$9.35, Omega+ Complex Cleansing Balm for \$23.80, and Omega+
14 Complex Serum for \$6.80.

15 718. Plaintiff Katherine Sorensen purchased Paula's Choice products either directly from
16 Paula's Choice or from a third-party retailer on or after December 22, 2009.

17 719. Sorensen currently resides in San Diego, California.

18 720. Sorensen relied on Paula's Choice's representations that the products she was
19 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

20 721. Sorensen relied on those cruelty-free claims in purchasing Paula's Choice products.

21 722. Sorensen would not have purchased Paula's Choice products had she known they
22 were tested on animals.

23 723. Sorensen would not have continued to purchase Paula's Choice products had she
24 known Paula's Choice tested any of its products on animals, regardless of where that testing
25 occurred.

26 724. Sorensen does not agree with animal testing and actively looks for products that are
27 cruelty-free.

28 725. Sorensen generally purchases her products directly on the Paula's Choice website.

1 726. On February 20, 2020 Sorensen purchased a RESIST Advanced Pore-Refining
2 Treatment 4% BHA for \$29.60 and BHA 9 Treatment for \$4.25 from the Paula's Choice website.

3 727. On November 29, 2020 Sorensen purchased a SKIN PERFECTING 2% BHA
4 Liquid Exfoliant for \$23.60 and CLEAR Regular Strength Daily Skin Clearing Treatment with
5 2.5% Benzoyl Peroxide for \$4.80 from the Paula's Choice website.

6 728. On January 25, 2022 Sorensen purchased a SKIN PERFECTING 2% BHA Liquid
7 Exfoliant for \$27.20 from the Paula's Choice website.

8 729. Plaintiff Margaret Groh purchased Paula's Choice products either directly from
9 Paula's Choice or from a third-party retailer on or after December 22, 2009.

10 730. Groh currently resides in Columbus, Ohio.

11 731. Groh relied on Paula's Choice's representations that the products she was
12 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

13 732. Groh relied on those cruelty-free claims in purchasing Paula's Choice products.

14 733. Groh would not have purchased Paula's Choice products had she known they were
15 tested on animals.

16 734. Groh would not have continued to purchase Paula's Choice products had she known
17 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

18 735. Groh does not agree with animal testing and actively looks for products that are
19 cruelty-free.

20 736. Groh has purchased approximately 50–60 products since 2011. She generally
21 purchases her products directly on the Paula's Choice website.

22 737. Groh purchased various products from Paula's Choice, including: RESIST Youth-
23 Extending Daily Hydrating Fluid SPF 50, Weightless Body Treatment 2% BHA, CLEAR Pore
24 Normalizing Cleanser, CLINICAL Niacinamide 20% Treatment, SKIN PERFECTING 2% BHA
25 Liquid Exfoliant, RESIST Barrier Repair Moisturizer with Retinol, SKIN BALANCING Pore-
26 Reducing Toner, RESIST Super-Light Wrinkle Defense SPF 30, RESIST Optimal Results
27 Hydrating Cleanser, Anti-Aging All-Stars Kit, Peptide Booster, 10% Niacinamide Booster, Smooth
28 Finish Conditioner, All Over Hair & Body Shampoo, CLINICAL 0.3% Retinol + 2% Bakuchiol

1 Treatment, Head-to-Heel Hydration, CLINICAL Ceramide-Enriched Firming Moisturizer,
2 DEFENSE Kit, Holiday Grab & Glow, Daily Replenishing Body Cream, RESIST Anti-Aging Eye
3 Gel, RADIANCE Renewal Mask, and RESIST C15 Super Booster.

4 738. Plaintiff Therese Capriglione purchased Paula's Choice products either directly
5 from Paula's Choice or from a third-party retailer on or after December 22, 2009.

6 739. Capriglione currently resides in Los Angeles, California.

7 740. Capriglione relied on Paula's Choice's representations that the products she was
8 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

9 741. Capriglione relied on those cruelty-free claims in purchasing Paula's Choice
10 products.

11 742. Capriglione would not have purchased Paula's Choice products had she known they
12 were tested on animals.

13 743. Capriglione would not have continued to purchase Paula's Choice products had she
14 known Paula's Choice tested any of its products on animals, regardless of where that testing
15 occurred.

16 744. Capriglione does not agree with animal testing and actively looks for products that
17 are cruelty-free.

18 745. Capriglione generally purchases her products from Sephora and Amazon.com.

19 746. On December 7, 2021 Capriglione purchased the Skin Perfecting 2% BHA Liquid
20 Exfoliant for Clear Skin for \$35.00 from Sephora.

21 747. Plaintiff Rachel Layman purchased Paula's Choice products either directly from
22 Paula's Choice or from a third-party retailer on or after December 22, 2009.

23 748. Layman currently resides in Hamilton, Montana.

24 749. Layman relied on Paula's Choice's representations that the products she was
25 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

26 750. Layman relied on those cruelty-free claims in purchasing Paula's Choice products.

27 751. Layman would not have purchased Paula's Choice products had she known they
28 were tested on animals.

1 752. Layman would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 753. Layman does not agree with animal testing and actively looks for products that are
5 cruelty-free.

6 754. Layman actively looks for cruelty-free products and companies because she is a
7 vegetarian and cares about animals.

8 755. Layman has purchased approximately 30 products since 2018. She generally
9 purchases her products directly on the Paula's Choice website.

10 756. Layman purchased various products from Paula's Choice, including: 10% Azelaic
11 Acid Booster, RESIST Barrier Repair Moisturizer with Retinol, SKIN PERFECTING 2% BHA
12 Liquid Exfoliant, CLINICAL Ceramide-Enriched Firming Moisturizer, C25 Super Booster,
13 RESIST Triple-Action Dark Spot Eraser 7% AHA Lotion, RESIST Youth-Extending Daily
14 Hydrating Fluid SPF 50, Water-Infusing Electrolyte Moisturizer, Super Hydrate Overnight Mask,
15 SKIN RECOVERY Enriched Calming Toner, Omega+ Complex Moisturizer, Hyaluronic Acid
16 Booster, 1% Retinol Booster, SKIN PERFECTING 8% AHA Lotion Exfoliant, SKIN
17 PERFECTING 25% AHA + 2% BHA Exfoliant Peel, RESIST Intensive Repair Cream, Lip &
18 Body Treatment Balm, and Skin Revealing Body Lotion 10% AHA.

19 757. Plaintiff Kimberly Demkovich purchased Paula's Choice products either directly
20 from Paula's Choice or from a third-party retailer on or after December 22, 2009.

21 758. Demkovich currently resides in Naples, Florida.

22 759. Demkovich relied on Paula's Choice's representations that the products she was
23 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

24 760. Demkovich relied on those cruelty-free claims in purchasing Paula's Choice
25 products.

26 761. Demkovich would not have purchased Paula's Choice products had she known they
27 were tested on animals.

1 762. Demkovich would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 763. Demkovich does not agree with animal testing and actively looks for products that
5 are cruelty-free.

6 764. Demkovich has purchased Paula's Choice products since 2020. She generally
7 purchases her products directly on the Paula's Choice website and Sephora.

8 765. On April 23, 2020 Demkovich purchased SKIN PERFECTING 2% BHA Liquid
9 Exfoliant for \$23.60 from the Paula's Choice website.

10 766. On June 6, 2021 Demkovich purchased SKIN PERFECTING 2% BHA Liquid
11 Exfoliant for \$29.50 from Sephora.

12 767. Plaintiff April Friga purchased Paula's Choice products either directly from Paula's
13 Choice or from a third-party retailer on or after December 22, 2009.

14 768. Friga currently resides in Las Vegas, Nevada.

15 769. Friga relied on Paula's Choice's representations that the products she was
16 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

17 770. Friga relied on those cruelty-free claims in purchasing Paula's Choice products.

18 771. Friga would not have purchased Paula's Choice products had she known they were
19 tested on animals.

20 772. Friga would not have continued to purchase Paula's Choice products had she known
21 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

22 773. Friga does not agree with animal testing and actively looks for products that are
23 cruelty-free.

24 774. Friga actively looks for cruelty-free products and companies because she cares
25 about animals. She has been a part of the animal welfare industry for twenty years, and is an animal
26 rescue advocate.

27 775. Friga has purchased approximately \$7,000–\$7,500 worth of products since 2011.
28 She generally purchases her products directly on the Paula's Choice website and Sephora.

776. Friga purchased various products from Paula's Choice, including: Hyaluronic Acid Booster, Pro-Collagen Multi-Peptide Booster, RESIST Youth-Extending Daily Hydrating Fluid SPF 50, HYDRALIGHT Moisture Infusing Lotion, CLEAR Oil-Free Moisturizer, Daily Replenishing Body Cream, Lip & Body Treatment Balm, Moisture Renewal Oil Booster, RESIST Advanced Replenishing Toner, Water-Infusing Electrolyte Moisturizer, CLINICAL Niacinamide 20% Treatment, CLINICAL Phytoestrogen Elasticity Renewal Serum, CALM Rescue & Repair Weightless Moisturizer, CLINICAL 1% Retinol Treatment, C25 Super Booster, RESIST Daily Pore-Refining Treatment with 2% BHA, Omega+ Complex Moisturizer, BHA 9 Treatment, RESIST Super-Light Wrinkle Defense SPF 30, SKIN PERFECTING 2% BHA Liquid Exfoliant, Super Hydrate Overnight Mask, SKIN RECOVERY Replenishing Moisturizer, Omega+ Complex Cleansing Balm, 10% Azelaic Acid Booster, SKIN BALANCING Super Antioxidant Concentrate Serum with Retinol, Weightless Body Treatment 2% BHA, Extra Care Non-Greasy Sunscreen SPF 50, 1% Retinol Booster, SKIN BALANCING Pore-Reducing Toner, SKIN PERFECTING 8% AHA Lotion Exfoliant, EARTH SOURCED Power Berry Serum, CALM Redness Relief SPF 30 Mineral Moisturizer for Normal to Oily Skin, C15 Super Booster, Skin Revealing Body Lotion 10% AHA, The Unscrub, CLINICAL Ceramide-Enriched Firmin Eye Cream, SKIN BALANCING Oil-Reducing Cleanser, Lipscreen SPF 50, 10% Niacinamide Booster, PC4MEN Nighttime Repair, PC4MEN Daytime Protect, PC4MEN Face Wash, and RADIANCE Renewal Mask.

777. Plaintiff Charlotte Campbell purchased Paula's Choice products either directly from Paula's Choice or from a third-party retailer on or after December 22, 2009.

778. Campbell currently resides in Albuquerque, New Mexico.

779. Campbell relied on Paula's Choice's representations that the products she was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

780. Campbell relied on those cruelty-free claims in purchasing Paula's Choice products.

781. Campbell would not have purchased Paula's Choice products had she known they were tested on animals.

782. Campbell would not have continued to purchase Paula's Choice products had she known Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

783. Campbell does not agree with animal testing and actively looks for products that are cruelty-free.

784. Campbell actively looks for cruelty-free products and companies because she is a vegan and cares about animals.

785. Campbell has purchased Paula's Choice products since 2021. She generally purchases her products from Sephora.

786. Plaintiff Stacey Pino purchased Paula's Choice products either directly from Paula's Choice or from a third-party retailer on or after December 22, 2009.

787. Pino currently resides in Marlton, New Jersey.

788. Pino relied on Paula's Choice's representations that the products she was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

789. Pino relied on those cruelty-free claims in purchasing Paula's Choice products.

790. Pino would not have purchased Paula's Choice products had she known they were tested on animals.

791. Pino would not have continued to purchase Paula's Choice products had she known Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

792. Pino does not agree with animal testing and actively looks for products that are cruelty-free.

793. Pino actively looks for cruelty-free products and companies because she is a vegetarian and cares about animals.

794. Pino has purchased approximately 5 products since 2022. She generally purchases her products on Amazon.com.

795. Pino purchased various products from Paula's Choice, including: SKIN PERFECTING 2% BHA Liquid Salicylic Acid Exfoliant, CLEAR Pore Normalizing Cleanser

1 Salicylic Acid Acne Face Wash, and RESIST Super-Light Daily Wrinkle Defense SPF 30 Matter
2 Tinted Face Moisturizer.

3 796. Plaintiff Maura McCartan purchased Paula's Choice products either directly from
4 Paula's Choice or from a third-party retailer on or after December 22, 2009.

5 797. McCartan currently resides in Marysville, Michigan.

6 798. McCartan relied on Paula's Choice's representations that the products she was
7 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

8 799. McCartan relied on those cruelty-free claims in purchasing Paula's Choice products.

9 800. McCartan would not have purchased Paula's Choice products had she known they
10 were tested on animals.

11 801. McCartan would not have continued to purchase Paula's Choice products had she
12 known Paula's Choice tested any of its products on animals, regardless of where that testing
13 occurred.

14 802. McCartan does not agree with animal testing and actively looks for products that are
15 cruelty-free.

16 803. McCartan generally purchases her products directly on the Paula's Choice website.

17 804. Plaintiff Tara Grohowski purchased Paula's Choice products either directly from
18 Paula's Choice or from a third-party retailer on or after December 22, 2009.

19 805. Grohowski currently resides in Lafayette, New Jersey.

20 806. Grohowski relied on Paula's Choice's representations that the products she was
21 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

22 807. Grohowski relied on those cruelty-free claims in purchasing Paula's Choice
23 products.

24 808. Grohowski would not have purchased Paula's Choice products had she known they
25 were tested on animals.

26 809. Grohowski would not have continued to purchase Paula's Choice products had she
27 known Paula's Choice tested any of its products on animals, regardless of where that testing
28 occurred.

1 810. Grohowski does not agree with animal testing and actively looks for products that
2 are cruelty-free.

3 811. Grohowski generally purchases her products directly on the Paula's Choice website.

4 812. Plaintiff Emmarose McCoig purchased Paula's Choice products either directly from
5 Paula's Choice or from a third-party retailer on or after December 22, 2009.

6 813. McCoig currently resides in Chicago, Illinois.

7 814. McCoig relied on Paula's Choice's representations that the products she was
8 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

9 815. McCoig relied on those cruelty-free claims in purchasing Paula's Choice products.

10 816. McCoig would not have purchased Paula's Choice products had she known they
11 were tested on animals.

12 817. McCoig would not have continued to purchase Paula's Choice products had she
13 known Paula's Choice tested any of its products on animals, regardless of where that testing
14 occurred.

15 818. McCoig does not agree with animal testing and actively looks for products that are
16 cruelty-free.

17 819. McCoig generally purchases her products directly on the Paula's Choice website
18 and Amazon.

19 820. Plaintiff Nicole Surawski purchased Paula's Choice products either directly from
20 Paula's Choice or from a third-party retailer on or after December 22, 2009.

21 821. Surawski currently resides in Los Angeles, California.

22 822. Surawski relied on Paula's Choice's representations that the products she was
23 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

24 823. Surawski relied on those cruelty-free claims in purchasing Paula's Choice products.

25 824. Surawski would not have purchased Paula's Choice products had she known they
26 were tested on animals.

1 825. Surawski would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 826. Surawski does not agree with animal testing and actively looks for products that are
5 cruelty-free.

6 827. Surawski generally purchases her products directly on the Paula's Choice website.

7 828. Plaintiff Taylor Lenane purchased Paula's Choice products either directly from
8 Paula's Choice or from a third-party retailer on or after December 22, 2009.

9 829. Lenane currently resides in Austin, Texas.

10 830. Lenane relied on Paula's Choice's representations that the products she was
11 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

12 831. Lenane relied on those cruelty-free claims in purchasing Paula's Choice products.

13 832. Lenane would not have purchased Paula's Choice products had she known they
14 were tested on animals.

15 833. Lenane would not have continued to purchase Paula's Choice products had she
16 known Paula's Choice tested any of its products on animals, regardless of where that testing
17 occurred.

18 834. Lenane does not agree with animal testing and actively looks for products that are
19 cruelty-free.

20 835. Lenane has purchased approximately 4 products since 2021. She generally
21 purchases her products directly on the Paula's Choice website.

22 836. On August 11, 2021 Lenane purchased various products from Paula's Choice,
23 including: SKIN BALANCING Invisible Finish Moisture Gel for \$23.20, SKIN BALANCING
24 Ultra-Sheer Daily Defense Broad Spectrum SPF 30 for \$23.20, SKIN BALANCING Oil-Reducing
25 Cleanser for \$14.40, and SKIN PERFECTING 2% BHA Liquid Exfoliant for \$23.60.

26 837. Plaintiff Kirsten Andelman purchased Paula's Choice products either directly from
27 Paula's Choice or from a third-party retailer on or after December 22, 2009.

28 838. Andelman currently resides in Escondido, California.

1 839. Andelman relied on Paula's Choice's representations that the products she was
2 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

3 840. Andelman relied on those cruelty-free claims in purchasing Paula's Choice
4 products.

5 841. Andelman would not have purchased Paula's Choice products had she known they
6 were tested on animals.

7 842. Andelman would not have continued to purchase Paula's Choice products had she
8 known Paula's Choice tested any of its products on animals, regardless of where that testing
9 occurred.

10 843. Andelman does not agree with animal testing and actively looks for products that
11 are cruelty-free.

12 844. Andelman has purchased Paula's Choice products since 2016. She generally
13 purchases her products directly on the Paula's Choice website, Amazon.com, and Dermstore.com.

14 845. Plaintiff Lynette Bell purchased Paula's Choice products either directly from
15 Paula's Choice or from a third-party retailer on or after December 22, 2009.

16 846. Bell currently resides in Woodstock, Georgia.

17 847. Bell relied on Paula's Choice's representations that the products she was purchasing
18 were not tested on animals and that Paula's Choice did not perform animal testing.

19 848. Bell relied on those cruelty-free claims in purchasing Paula's Choice products.

20 849. Bell would not have purchased Paula's Choice products had she known they were
21 tested on animals.

22 850. Bell would not have continued to purchase Paula's Choice products had she known
23 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

24 851. Bell does not agree with animal testing and actively looks for products that are
25 cruelty-free.

26 852. Plaintiff Sheza Admani purchased Paula's Choice products either directly from
27 Paula's Choice or from a third-party retailer on or after December 22, 2009.

28 853. Admani currently resides in Niles, Illinois.

1 854. Admani relied on Paula's Choice's representations that the products she was
2 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

3 855. Admani relied on those cruelty-free claims in purchasing Paula's Choice products.

4 856. Admani would not have purchased Paula's Choice products had she known they
5 were tested on animals.

6 857. Admani would not have continued to purchase Paula's Choice products had she
7 known Paula's Choice tested any of its products on animals, regardless of where that testing
8 occurred.

9 858. Admani does not agree with animal testing and actively looks for products that are
10 cruelty-free.

11 859. Admani generally purchases her products from Sephora.

12 860. Plaintiff Robert Housey-Gantt purchased Paula's Choice products either directly
13 from Paula's Choice or from a third-party retailer on or after December 22, 2009.

14 861. Housey-Gantt currently resides in Norwalk, Connecticut.

15 862. Housey-Gantt relied on Paula's Choice's representations that the products he was
16 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

17 863. Housey-Gantt relied on those cruelty-free claims in purchasing Paula's Choice
18 products.

19 864. Housey-Gantt would not have purchased Paula's Choice products had he known
20 they were tested on animals.

21 865. Housey-Gantt would not have continued to purchase Paula's Choice products had
22 he known Paula's Choice tested any of its products on animals, regardless of where that testing
23 occurred.

24 866. Housey-Gantt does not agree with animal testing and actively looks for products
25 that are cruelty-free.

26 867. Housey-Gantt actively looks for cruelty-free products and companies because he is
27 a vegan.

1 868. Housey-Gantt generally purchases his products directly on the Paula's Choice
2 website and Sephora.

3 869. Plaintiff Gail Yeh purchased Paula's Choice products either directly from Paula's
4 Choice or from a third-party retailer on or after December 22, 2009.

5 870. Yeh currently resides in Buffalo, New York.

6 871. Yeh relied on Paula's Choice's representations that the products she was purchasing
7 were not tested on animals and that Paula's Choice did not perform animal testing.

8 872. Yeh relied on those cruelty-free claims in purchasing Paula's Choice products.

9 873. Yeh would not have purchased Paula's Choice products had she known they were
10 tested on animals.

11 874. Yeh would not have continued to purchase Paula's Choice products had she known
12 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

13 875. Yeh does not agree with animal testing and actively looks for products that are
14 cruelty-free.

15 876. Yeh generally purchases her products directly on the Paula's Choice website.

16 877. Plaintiff Meredith Bachrach purchased Paula's Choice products either directly from
17 Paula's Choice or from a third-party retailer on or after December 22, 2009.

18 878. Bachrach currently resides in Brewster, New York.

19 879. Bachrach relied on Paula's Choice's representations that the products she was
20 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

21 880. Bachrach relied on those cruelty-free claims in purchasing Paula's Choice products.

22 881. Bachrach would not have purchased Paula's Choice products had she known they
23 were tested on animals.

24 882. Bachrach would not have continued to purchase Paula's Choice products had she
25 known Paula's Choice tested any of its products on animals, regardless of where that testing
26 occurred.

27 883. Bachrach does not agree with animal testing and actively looks for products that are
28 cruelty-free.

1 884. Bachrach generally purchases her products directly on the Paula's Choice website.

2 885. Plaintiff Humaira Iffath purchased Paula's Choice products either directly from
3 Paula's Choice or from a third-party retailer on or after December 22, 2009.

4 886. Iffath currently resides in Lincolnwood, Illinois.

5 887. Iffath relied on Paula's Choice's representations that the products she was
6 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

7 888. Iffath relied on those cruelty-free claims in purchasing Paula's Choice products.

8 889. Iffath would not have purchased Paula's Choice products had she known they were
9 tested on animals.

10 890. Iffath would not have continued to purchase Paula's Choice products had she known
11 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

12 891. Iffath does not agree with animal testing and actively looks for products that are
13 cruelty-free.

14 892. Plaintiff Christina Griswold purchased Paula's Choice products either directly from
15 Paula's Choice or from a third-party retailer on or after December 22, 2009.

16 893. Griswold currently resides in Pittsboro, North Carolina.

17 894. Griswold relied on Paula's Choice's representations that the products she was
18 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

19 895. Griswold relied on those cruelty-free claims in purchasing Paula's Choice products.

20 896. Griswold would not have purchased Paula's Choice products had she known they
21 were tested on animals.

22 897. Griswold would not have continued to purchase Paula's Choice products had she
23 known Paula's Choice tested any of its products on animals, regardless of where that testing
24 occurred.

25 898. Griswold does not agree with animal testing and actively looks for products that are
26 cruelty-free.

27 899. Griswold actively looks for cruelty-free products and companies because she is a
28 vegan and cares about animals.

1 900. Griswold generally purchases her products directly from Sephora.

2 901. Plaintiff Mariana Casillas purchased Paula's Choice products either directly from
3 Paula's Choice or from a third-party retailer on or after December 22, 2009.

4 902. Casillas currently resides in San Diego, California.

5 903. Casillas relied on Paula's Choice's representations that the products she was
6 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

7 904. Casillas relied on those cruelty-free claims in purchasing Paula's Choice products.

8 905. Casillas would not have purchased Paula's Choice products had she known they
9 were tested on animals.

10 906. Casillas would not have continued to purchase Paula's Choice products had she
11 known Paula's Choice tested any of its products on animals, regardless of where that testing
12 occurred.

13 907. Casillas does not agree with animal testing and actively looks for products that are
14 cruelty-free.

15 908. Casillas generally purchases her products on Amazon.com.

16 909. Plaintiff Jennifer Bravo purchased Paula's Choice products either directly from
17 Paula's Choice or from a third-party retailer on or after December 22, 2009.

18 910. Bravo currently resides in San Diego, California.

19 911. Bravo relied on Paula's Choice's representations that the products she was
20 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

21 912. Bravo relied on those cruelty-free claims in purchasing Paula's Choice products.

22 913. Bravo would not have purchased Paula's Choice products had she known they were
23 tested on animals.

24 914. Bravo would not have continued to purchase Paula's Choice products had she
25 known Paula's Choice tested any of its products on animals, regardless of where that testing
26 occurred.

27 915. Bravo does not agree with animal testing and actively looks for products that are
28 cruelty-free.

1 916. Bravo actively looks for cruelty-free products and companies because she is about
2 animals and the environment. She donates to non-profit groups who work to end cosmetic testing
3 on animals.

4 917. Bravo has purchased at least 35–40 products since 2011. Bravo generally purchases
5 her products directly on the Paula’s Choice website, Amazon.com, and other third-party retailers.

6 918. Bravo purchased various products from Paula’s Choice, including: CLEAR Extra
7 Strength Anti-Redness Exfoliating Solution With 2% Salicylic Acid, CLEAR Acne Body Spray,
8 RESIST Super-Light Wrinkle Defense SPF 30, HYDRALIGHT Shine-Free Mineral Complex SPF
9 30, SKIN PERFECTING 2% BHA Liquid, Resist Retinol Skin-Soothing Body Treatment,
10 Clinical 1% Retinol Treatment, All Over Hair & Body Shampoo, Anti-Redness Exfoliating
11 Solution, SKIN BALANCING Oil-Reducing Cleanser, and SKIN PERFECTING 8% AHA Gel
12 Exfoliant.

13 919. Plaintiff Paige Marlowe purchased Paula’s Choice products either directly from
14 Paula’s Choice or from a third-party retailer on or after December 22, 2009.

15 920. Marlowe currently resides in New York, New York.

16 921. Marlowe relied on Paula’s Choice’s representations that the products she was
17 purchasing were not tested on animals and that Paula’s Choice did not perform animal testing.

18 922. Marlowe relied on those cruelty-free claims in purchasing Paula’s Choice products.

19 923. Marlowe would not have purchased Paula’s Choice products had she known they
20 were tested on animals.

21 924. Marlowe would not have continued to purchase Paula’s Choice products had she
22 known Paula’s Choice tested any of its products on animals, regardless of where that testing
23 occurred.

24 925. Marlowe does not agree with animal testing and actively looks for products that are
25 cruelty-free.

26 926. Marlowe actively looks for cruelty-free products and companies because she cares
27 about animals.
28

927. Marlowe generally purchases her products directly on the Paula's Choice website, Sephora, and Amazon.com.

928. Plaintiff Lauren LoPrete purchased Paula's Choice products either directly from Paula's Choice or from a third-party retailer on or after December 22, 2009.

929. LoPrete currently resides in Seattle, Washington.

930. LoPrete relied on Paula's Choice's representations that the products she was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

931. LoPrete relied on those cruelty-free claims in purchasing Paula's Choice products.

932. LoPrete would not have purchased Paula's Choice products had she known they were tested on animals.

933. LoPrete would not have continued to purchase Paula's Choice products had she known Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

934. LoPrete does not agree with animal testing and actively looks for products that are cruelty-free.

935. LoPrete generally purchases her products directly on the Paula's Choice website and Dermstore.com.

936. Plaintiff Ruby Rorty purchased Paula's Choice products either directly from Paula's Choice or from a third-party retailer on or after December 22, 2009.

937. Rorty currently resides in Chicago, Illinois.

938. Rorty relied on Paula's Choice's representations that the products she was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

939. Rorty relied on those cruelty-free claims in purchasing Paula's Choice products.

940. Rorty would not have purchased Paula's Choice products had she known they were tested on animals.

941. Rorty would not have continued to purchase Paula's Choice products had she known Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

1 942. Rorty does not agree with animal testing and actively looks for products that are
2 cruelty-free.

3 943. Rorty actively looks for cruelty-free products and companies because she cares
4 about animals.

5 944. Rorty generally purchases her products directly on the Paula's Choice website and
6 Amazon.com. On December 13, 2022 she purchased the 10% Azelaic Acid Booster for \$31.20
7 from the Paula's Choice website.

8 945. Plaintiff Maura Murphy purchased Paula's Choice products either directly from
9 Paula's Choice or from a third-party retailer on or after December 22, 2009.

10 946. Murphy currently resides in Los Angeles, California.

11 947. Murphy relied on Paula's Choice's representations that the products she was
12 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

13 948. Murphy relied on those cruelty-free claims in purchasing Paula's Choice products.

14 949. Murphy would not have purchased Paula's Choice products had she known they
15 were tested on animals.

16 950. Murphy would not have continued to purchase Paula's Choice products had she
17 known Paula's Choice tested any of its products on animals, regardless of where that testing
18 occurred.

19 951. Murphy does not agree with animal testing and actively looks for products that are
20 cruelty-free.

21 952. Murphy actively looks for cruelty-free products and companies because she cares
22 about animals. Her two pet rabbits were rescued from an animal testing laboratory.

23 953. Murphy generally purchases her products directly on the Paula's Choice website.

24 954. Plaintiff Kristiana Wright purchased Paula's Choice products either directly from
25 Paula's Choice or from a third-party retailer on or after December 22, 2009.

26 955. K. Wright currently resides in Saint Paul, Minnesota.

27 956. K. Wright relied on Paula's Choice's representations that the products she was
28 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

1 957. K. Wright relied on those cruelty-free claims in purchasing Paula's Choice products.

2 958. K. Wright would not have purchased Paula's Choice products had she known they
3 were tested on animals.

4 959. K. Wright would not have continued to purchase Paula's Choice products had she
5 known Paula's Choice tested any of its products on animals, regardless of where that testing
6 occurred.

7 960. K. Wright does not agree with animal testing and actively looks for products that are
8 cruelty-free.

9 961. K. Wright actively looks for cruelty-free products and companies. She has been a
10 vegan since 2019 and cares about animals.

11 962. K. Wright has placed approximately 3–4 product orders per year since 2014. She
12 generally purchases her products directly on the Paula's Choice website.

13 963. Plaintiff Michele Leppert purchased Paula's Choice products either directly from
14 Paula's Choice or from a third-party retailer on or after December 22, 2009.

15 964. Leppert currently resides in Largo, Florida.

16 965. Leppert relied on Paula's Choice's representations that the products she was
17 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

18 966. Leppert relied on those cruelty-free claims in purchasing Paula's Choice products.

19 967. Leppert would not have purchased Paula's Choice products had she known they
20 were tested on animals.

21 968. Leppert would not have continued to purchase Paula's Choice products had she
22 known Paula's Choice tested any of its products on animals, regardless of where that testing
23 occurred.

24 969. Leppert does not agree with animal testing and actively looks for products that are
25 cruelty-free.

26 970. Leppert actively looks for cruelty-free products and companies because she has
27 been a vegetarian for over 20 years and cares about animals.

28 971. Leppert generally purchases her products directly on the Paula's Choice website.

1 972. Plaintiff Lisa Rivera purchased Paula's Choice products either directly from Paula's
2 Choice or from a third-party retailer on or after December 22, 2009.

3 973. Rivera currently resides in Somerville, Massachusetts.

4 974. Rivera relied on Paula's Choice's representations that the products she was
5 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

6 975. Rivera relied on those cruelty-free claims in purchasing Paula's Choice products.

7 976. Rivera would not have purchased Paula's Choice products had she known they were
8 tested on animals.

9 977. Rivera would not have continued to purchase Paula's Choice products had she
10 known Paula's Choice tested any of its products on animals, regardless of where that testing
11 occurred.

12 978. Rivera does not agree with animal testing and actively looks for products that are
13 cruelty-free.

14 979. Rivera generally purchases her products directly on the Paula's Choice website.

15 980. On March 31, 2016 Rivera purchased various products from Paula's Choice,
16 including: Skin Perfecting 2% BHA Liquid Exfoliant, Extra Care Non-Greasy Sunscreen SPF 50+,
17 Resist Cellular Defense Daily Moisturizer with SPF 25 & Antioxidants, Resist Skin Revealing
18 Body Lotion with 10% AHA, and Skin Balancing Ultra-Sheer Daily Defense Broad Spectrum SPF
19 30.

20 981. Plaintiff Savannah Jenkins purchased Paula's Choice products either directly from
21 Paula's Choice or from a third-party retailer on or after December 22, 2009.

22 982. Jenkins currently resides in Sacramento, California.

23 983. Jenkins relied on Paula's Choice's representations that the products she was
24 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

25 984. Jenkins relied on those cruelty-free claims in purchasing Paula's Choice products.

26 985. Jenkins would not have purchased Paula's Choice products had she known they
27 were tested on animals.

1 986. Jenkins would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 987. Jenkins does not agree with animal testing and actively looks for products that are
5 cruelty-free.

6 988. Jenkins generally purchases her products from Sephora and Amazon.com.

7 989. Plaintiff Rachel Ramirez purchased Paula's Choice products either directly from
8 Paula's Choice or from a third-party retailer on or after December 22, 2009.

9 990. Ramirez currently resides in Chicago, Illinois.

10 991. Ramirez relied on Paula's Choice's representations that the products she was
11 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

12 992. Ramirez relied on those cruelty-free claims in purchasing Paula's Choice products.

13 993. Ramirez would not have purchased Paula's Choice products had she known they
14 were tested on animals.

15 994. Ramirez would not have continued to purchase Paula's Choice products had she
16 known Paula's Choice tested any of its products on animals, regardless of where that testing
17 occurred.

18 995. Ramirez does not agree with animal testing and actively looks for products that are
19 cruelty-free.

20 996. Ramirez has purchased approximately 9 products since 2014. She generally
21 purchases her products through third-party retailers.

22 997. On September 26, 2014 Ramirez purchased Paula's Choice RESIST Optimal Results
23 Hydrating Cleanser for \$17.00 and Paula's Choice Skin Recovery Replenishing Moisturizer for
24 \$24.00 from Birchbox.com.

25 998. On April 23, 2015 Ramirez purchased Paula's Choice RESIST Optimal Results
26 Hydrating Cleanser for \$18.00 from Birchbox.com.

27 999. On May 29, 2015 Ramirez purchased Paula's Choice Skin Recovery Replenishing
28 Moisturizer for \$26.00 from Birchbox.com.

1 1000. On October 20, 2015 Ramirez purchased Paula's Choice Skin Recovery
2 Replenishing Moisturizer for \$28.00 from Birchbox.com.

3 1001. On November 28, 2015 Ramirez purchased Paula's Choice RESIST Optimal
4 Results Hydrating Cleanser for \$18.00 from Birchbox.com.

5 1002. On March 28, 2016 Ramirez purchased Paula's Choice Skin Recovery Replenishing
6 Moisturizer for \$28.00 from Birchbox.com.

7 1003. On June 28, 2016 Ramirez purchased Paula's Choice RESIST Intensive Wrinkle-
8 Repair Retinol Serum for \$40.00 from Birchbox.com.

9 1004. On March 5, 2021 Ramirez purchased Paula's Choice Resist Intensive Repair Cream
10 for \$33.00 from Nordstrom.com.

11 1005. Plaintiff Joella Erriquez purchased Paula's Choice products either directly from
12 Paula's Choice or from a third-party retailer on or after December 22, 2009.

13 1006. Erriquez currently resides in Evanston, Illinois.

14 1007. Erriquez relied on Paula's Choice's representations that the products she was
15 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

16 1008. Erriquez relied on those cruelty-free claims in purchasing Paula's Choice products.

17 1009. Erriquez would not have purchased Paula's Choice products had she known they
18 were tested on animals.

19 1010. Erriquez would not have continued to purchase Paula's Choice products had she
20 known Paula's Choice tested any of its products on animals, regardless of where that testing
21 occurred.

22 1011. Erriquez does not agree with animal testing and actively looks for products
23 that are cruelty-free.

24 1012. Erriquez actively looks for cruelty-free products and companies because she cares
25 about animals.

26 1013. Erriquez has purchased approximately \$9,500.00–\$10,000.00 worth of products
27 since 2003. She generally purchases her products directly on the Paula's Choice website.
28

1014. Erriquez purchased various products from Paula's Choice, including: MOISTURE BOOST One Step Face Cleanser, DEFENSE Essential Glow Moisturizer SPF 30, RESIST Skin Restoring Moisturizer with SPF 50, HYDRALIGHT Shine-Free Mineral Complex SPF 30, ALL OVER Hair & Body Shampoo, Moisture Renewal Oil Booster, Daily Replenishing Body Cream, CLINICAL Ceramide-Enriched Firming Moisturizer, SMOOTH FINISH Conditioner, RESIST Omega+ Complex Serum, RESIST Weightless Body Treatment with 2% BHA, RESIST Retinol Skin-Soothing Body Treatment, RESIST Advanced Smoothing Treatment 10% AHA, RESIST Intensive Repair Cream, SKIN RECOVERY Super Antioxidant Concentrate Serum with Retinol, RESIST Anti-Aging Eye Cream, The Only Balm You'll Ever Need, SKIN RECOVERY Replenishing Moisturizer, Perfect Cleansing Oil, CLINICAL Ultra-Rich Soothing Body Butter, Refreshing Moisture Mist, RESIST Barrier Repair Moisturizer with Retinol, RESIST Intensive Wrinkle-Repair Retinol Serum, CLINICAL Ceramide-Enriched Firming Eye Cream, Hyaluronic Acid + Ceramide Dietary Supplement, Omega+ Complex Moisturizer, RESIST Advanced Replenishing Toner, RESIST Perfectly Balanced Foaming Cleanser, RESIST Youth-Extending Daily Hydrating Fluid SPF 50, SKIN PERFECTING 2% BHA Liquid Exfoliant, RESIST Skin Restoring Moisturizer with SPF 50, 10% Azelaic Acid Booster, The UnScrub, Rehydrating Moisture Mask, RESIST Optimal Results Hydrating Cleanser, RADIANCE Renewal Mask, C15 Super Booster, SKIN RECOVERY Daily Moisturizing Lotion SPF 30, CLINICAL Niacinamide 20% Treatment, CLINICAL 0.3% Retinol + 2% Bakuchiol Treatment, MOISTURE BOOST Hydrating Treatment Cream, Anti-Aging Lip Gloss SPF 40, CLINICAL Discoloration Repair Serum, RESIST Intensive Repair Cream, GENTLE TOUCH Makeup Remover, 10% Niacinamide Booster, Hyaluronic Acid Booster, Hyaluronic Acid + Peptide Lip Booster, SKIN PERFECTING 25% AHA+ 2% BHA Exfoliant Peel, GENTLE TOUCH Makeup Remover, DEFENSE Antioxidant Pore Purifier, Super Hydrate Overnight Mask, CALM Ultra-Gentle Cleanser, Moisture Renewal Oil Booster, CALM Redness Relief Cleanser for Normal to Dry Skin, C5 Super Boost Moisturizer, 5% Niacinamide Body Serum, EARTH SOURCED Perfectly Natural Cleansing Gel, CLINICAL 1 % Retinol Treatment, RESIST Super Antioxidant Serum, SKIN RECOVERY Hydrating Treatment Mask, SKIN RECOVERY Enriched Calming Toner, RESIST Triple Active

1 Total Repair Serum, CLINICAL Phytoestrogen Elasticity Renewal Body Treatment, Smoothing
 2 Primer Serum SPF 30, SKIN PERFECTING 8% AHA Gel Exfoliant, DEFENSE Hydrating Gel-to-
 3 Cream Cleanser, Peptide Booster, SKIN PERFECTING 6% Mandelic Acid + 2% Lactic Acid
 4 Liquid Exfoliant, Pro-Collagen Multi-Peptide Booster, 10% Niacinamide Booster, AND 25%
 5 Vitamin C + Glutathione Clinical Serum.

6 1015. Below is a photograph of the products Erriquez still has in her possession.



10 1016. Plaintiff Elise Angelich purchased Paula's Choice products either directly from
 11 Paula's Choice or from a third-party retailer on or after December 22, 2009.

12 1017. E. Angelich currently resides in Pacific Palisades, California.

13 1018. E. Angelich relied on Paula's Choice's representations that the products she was
 14 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

15 1019. E. Angelich relied on those cruelty-free claims in purchasing Paula's Choice
 16 products.

17 1020. E. Angelich would not have purchased Paula's Choice products had she known they
 18 were tested on animals.

19 1021. E. Angelich would not have continued to purchase Paula's Choice products had she
 20 known Paula's Choice tested any of its products on animals, regardless of where that testing
 21 occurred.

22 1022. E. Angelich does not agree with animal testing and actively looks for products that
 23 are cruelty-free.

1 1023. E. Angelich generally purchases her products directly on the Paula's Choice website
2 and Sephora.

3 1024. On January 12, 2024 E. Angelich purchased Paula's Choice RESIST Youth-
4 Extending Daily Hydrating Face Sunscreen SPF 50 for \$38.00 from Sephora.com.

5 1025. Plaintiff Autumn Sharp purchased Paula's Choice products either directly from
6 Paula's Choice or from a third-party retailer on or after December 22, 2009.

7 1026. Sharp currently resides in Portland, Oregon.

8 1027. Sharp relied on Paula's Choice's representations that the products she was
9 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

10 1028. Sharp relied on those cruelty-free claims in purchasing Paula's Choice products.

11 1029. Sharp would not have purchased Paula's Choice products had she known they were
12 tested on animals.

13 1030. Sharp would not have continued to purchase Paula's Choice products had she
14 known Paula's Choice tested any of its products on animals, regardless of where that testing
15 occurred.

16 1031. Sharp does not agree with animal testing and actively looks for products that are
17 cruelty-free.

18 1032. Sharp generally purchases her products directly on the Paula's Choice website and
19 from other third-party retailers.

20 1033. Plaintiff Dawny Chin purchased Paula's Choice products either directly from
21 Paula's Choice or from a third-party retailer on or after December 22, 2009.

22 1034. Chin currently resides in Brooklyn, New York.

23 1035. Chin relied on Paula's Choice's representations that the products she was
24 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

25 1036. Chin relied on those cruelty-free claims in purchasing Paula's Choice products.

26 1037. Chin would not have purchased Paula's Choice products had she known they were
27 tested on animals.

1 1038. Chin would not have continued to purchase Paula's Choice products had she known
2 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

3 1039. Chin does not agree with animal testing and actively looks for products that are
4 cruelty-free.

5 1040. Chin has purchased Paula's Choice products since 2014. She generally purchases
6 her products directly on the Paula's Choice website and from third-party retailers.

7 1041. On November 6, 2014 Chin purchased Resist Ultra-Light Super Antioxidant
8 Concentrate Serum for \$28.90 from Paula's Choice.

9 1042. Plaintiff Dorothy Muldoon purchased Paula's Choice products either directly from
10 Paula's Choice or from a third-party retailer on or after December 22, 2009.

11 1043. Muldoon currently resides in Brooklyn, New York.

12 1044. Muldoon relied on Paula's Choice's representations that the products she was
13 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

14 1045. Muldoon relied on those cruelty-free claims in purchasing Paula's Choice products.

15 1046. Muldoon would not have purchased Paula's Choice products had she known they
16 were tested on animals.

17 1047. Muldoon would not have continued to purchase Paula's Choice products had she
18 known Paula's Choice tested any of its products on animals, regardless of where that testing
19 occurred.

20 1048. Muldoon does not agree with animal testing and actively looks for products that are
21 cruelty-free.

22 1049. Muldoon has purchased approximately 5 products since 2023. She generally
23 purchases her products directly from Dermstore.com.

24 1050. Plaintiff Marissa Angelich purchased Paula's Choice products either directly from
25 Paula's Choice or from a third-party retailer on or after December 22, 2009.

26 1051. M. Angelich currently resides in Pacific Palisades, California.

27 1052. M. Angelich relied on Paula's Choice's representations that the products she was
28 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

1 1053. M. Angelich relied on those cruelty-free claims in purchasing Paula's Choice
2 products.

3 1054. M. Angelich would not have purchased Paula's Choice products had she known
4 they were tested on animals.

5 1055. M. Angelich would not have continued to purchase Paula's Choice products had she
6 known Paula's Choice tested any of its products on animals, regardless of where that testing
7 occurred.

8 1056. M. Angelich does not agree with animal testing and actively looks for products that
9 are cruelty-free.

10 1057. M. Angelich generally purchases her products directly on the Paula's Choice
11 website.

12 1058. Plaintiff Neica Murray purchased Paula's Choice products either directly from
13 Paula's Choice or from a third-party retailer on or after December 22, 2009.

14 1059. Murray currently resides in Nashville, Tennessee.

15 1060. Murray relied on Paula's Choice's representations that the products she was
16 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

17 1061. Murray relied on those cruelty-free claims in purchasing Paula's Choice products.

18 1062. Murray would not have purchased Paula's Choice products had she known they
19 were tested on animals.

20 1063. Murray would not have continued to purchase Paula's Choice products had she
21 known Paula's Choice tested any of its products on animals, regardless of where that testing
22 occurred.

23 1064. Murray does not agree with animal testing and actively looks for products that are
24 cruelty-free.

25 1065. Murray generally purchases her products directly on the Paula's Choice website,
26 Sephora, Amazon.com, or other third-party retailers.

27 1066. Plaintiff Haley Dresser purchased Paula's Choice products either directly from
28 Paula's Choice or from a third-party retailer on or after December 22, 2009.

1067. Dresser currently resides in Seattle, Washington.

1068. Dresser relied on Paula's Choice's representations that the products she was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

1069. Dresser relied on those cruelty-free claims in purchasing Paula's Choice products.

1070. Dresser would not have purchased Paula's Choice products had she known they were tested on animals.

1071. Dresser would not have continued to purchase Paula's Choice products had she known Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

1072. Dresser does not agree with animal testing and actively looks for products that are cruelty-free.

1073. Dresser generally purchases her products directly on the Paula's Choice website.

1074. Plaintiff Tiffany Baker purchased Paula's Choice products either directly from Paula's Choice or from a third-party retailer on or after December 22, 2009.

1075. Baker currently resides in Puyallup, Washington.

1076. Baker relied on Paula's Choice's representations that the products she was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

1077. Baker relied on those cruelty-free claims in purchasing Paula's Choice products.

1078. Baker would not have purchased Paula's Choice products had she known they were tested on animals.

1079. Baker would not have continued to purchase Paula's Choice products had she known Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

1080. Baker does not agree with animal testing and actively looks for products that are cruelty-free.

1081. Baker has purchased approximately 25 products since 2020. She generally purchases her products directly on the Paula's Choice website.

1 1082. Baker purchased various products from Paula's Choice, including: BHA 9
2 Treatment, RESIST Barrier Repair Moisturizer with Retinol, 10% Niacinamide Booster, SKIN
3 PERFECTING 2% BHA Liquid Exfoliant, Clinical 1% Retinol Treatment, RESIST Advanced
4 Smoothing Treatment 10% AHA, Skin Revealing Body Lotion 10% AHA, C15 Super Booster,
5 Omega+ Complex Serum, Reusable Cotton Rounds, Hyaluronic Acid Booster, SKIN
6 PERFECTING 25% AHA + 2% BHA Exfoliant Peel, Extra Care Non-Greasy Sunscreen SPF 50,
7 CLINICAL 0.3% Retinol + 2% Bakuchiol Treatment, CLINICAL 20% Niacinamide Treatment,
8 and CLEAR Acne Body Spray.

9 1083. Plaintiff Crystal Kirby purchased Paula's Choice products either directly from
10 Paula's Choice or from a third-party retailer on or after December 22, 2009.

11 1084. Kirby currently resides in Haven, Connecticut.

12 1085. Kirby relied on Paula's Choice's representations that the products she was
13 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

14 1086. Kirby relied on those cruelty-free claims in purchasing Paula's Choice products.

15 1087. Kirby would not have purchased Paula's Choice products had she known they were
16 tested on animals.

17 1088. Kirby would not have continued to purchase Paula's Choice products had she
18 known Paula's Choice tested any of its products on animals, regardless of where that testing
19 occurred.

20 1089. Kirby does not agree with animal testing and actively looks for products that are
21 cruelty-free.

22 1090. Kirby actively looks for cruelty-free products and companies because she is an
23 animal rights advocate.

24 1091. Kirby has purchased approximately 64 – 96 products since 2016. Her estimated
25 spending is \$2,100.00–\$3,200.00. She generally purchases her products directly on the Paula's
26 Choice website and Sephora.

1 1092. Kirby purchased various products from Paula's Choice, including: SKIN
2 RECOVERY Daily Moisturizing Lotion SPF 30, 10% Azelaic Booster, SKIN RECOVERY
3 Enriched Calming Toner, and SKIN PERFECTING 2% BHA Liquid Exfoliant.

4 1093. Plaintiff Angela Barak purchased Paula's Choice products either directly from
5 Paula's Choice or from a third-party retailer on or after December 22, 2009.

6 1094. Barak currently resides in Chicago, Illinois.

7 1095. Barak relied on Paula's Choice's representations that the products she was
8 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

9 1096. Barak relied on those cruelty-free claims in purchasing Paula's Choice products.

10 1097. Barak would not have purchased Paula's Choice products had she known they were
11 tested on animals.

12 1098. Barak would not have continued to purchase Paula's Choice products had she
13 known Paula's Choice tested any of its products on animals, regardless of where that testing
14 occurred.

15 1099. Barak does not agree with animal testing and actively looks for products that are
16 cruelty-free.

17 1100. Barak generally purchases her products from Amazon.com.

18 1101. On April 3, 2021 Barak purchased Paula's Choice SKIN RECOVERY Hydrating
19 Treatment Facial Mask for \$24.00 from Amazon.com

20 1102. Plaintiff Destiny Smith purchased Paula's Choice products either directly from
21 Paula's Choice or from a third-party retailer on or after December 22, 2009.

22 1103. Smith currently resides in Jersey City, New Jersey.

23 1104. Smith relied on Paula's Choice's representations that the products she was
24 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

25 1105. Smith relied on those cruelty-free claims in purchasing Paula's Choice products.

26 1106. Smith would not have purchased Paula's Choice products had she known they were
27 tested on animals.

1 1107. Smith would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 1108. Smith does not agree with animal testing and actively looks for products that are
5 cruelty-free.

6 1109. Smith generally purchases her Paula's Choice products from Sephora.

7 1110. Plaintiff Megan Dodd purchased Paula's Choice products either directly from
8 Paula's Choice or from a third-party retailer on or after December 22, 2009.

9 1111. Dodd currently resides in Chino Hills, California.

10 1112. Dodd relied on Paula's Choice's representations that the products she was
11 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

12 1113. Dodd relied on those cruelty-free claims in purchasing Paula's Choice products.

13 1114. Dodd would not have purchased Paula's Choice products had she known they were
14 tested on animals.

15 1115. Dodd would not have continued to purchase Paula's Choice products had she known
16 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

17 1116. Dodd does not agree with animal testing and actively looks for products that are
18 cruelty-free.

19 1117. Dodd generally purchases her Paula's Choice products from Sephora.

20 1118. Plaintiff Grace Toy purchased Paula's Choice products either directly from Paula's
21 Choice or from a third-party retailer on or after December 22, 2009.

22 1119. Toy currently resides in Marlboro, New Jersey.

23 1120. Toy relied on Paula's Choice's representations that the products she was purchasing
24 were not tested on animals and that Paula's Choice did not perform animal testing.

25 1121. Toy relied on those cruelty-free claims in purchasing Paula's Choice products.

26 1122. Toy would not have purchased Paula's Choice products had she known they were
27 tested on animals.
28

1 1123. Toy would not have continued to purchase Paula's Choice products had she known
2 Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

3 1124. Toy does not agree with animal testing and actively looks for products that are
4 cruelty-free.

5 1125. Toy generally purchases her products directly on the Paula's Choice website.

6 1126. Plaintiff Rebecca Chesshir purchased Paula's Choice products either directly from
7 Paula's Choice or from a third-party retailer on or after December 22, 2009.

8 1127. Chesshir currently resides in Princeton, Texas.

9 1128. Chesshir relied on Paula's Choice's representations that the products she was
10 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

11 1129. Chesshir relied on those cruelty-free claims in purchasing Paula's Choice products.

12 1130. Chesshir would not have purchased Paula's Choice products had she known they
13 were tested on animals.

14 1131. Chesshir would not have continued to purchase Paula's Choice products had she
15 known Paula's Choice tested any of its products on animals, regardless of where that testing
16 occurred.

17 1132. Chesshir does not agree with animal testing and actively looks for products that are
18 cruelty-free.

19 1133. Plaintiff Rema Sayge purchased Paula's Choice products either directly from
20 Paula's Choice or from a third-party retailer on or after December 22, 2009.

21 1134. Sayge currently resides in Carmel Hamlet, New York.

22 1135. Sayge relied on Paula's Choice's representations that the products she was
23 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

24 1136. Sayge relied on those cruelty-free claims in purchasing Paula's Choice products.

25 1137. Sayge would not have purchased Paula's Choice products had she known they were
26 tested on animals.

1 1138. Sayge would not have continued to purchase Paula's Choice products had she
2 known Paula's Choice tested any of its products on animals, regardless of where that testing
3 occurred.

4 1139. Sayge does not agree with animal testing and actively looks for products that are
5 cruelty-free.

6 1140. Sayge generally purchases her products from Sephora.

7 1141. Plaintiff Gloria Yousif purchased Paula's Choice products either directly from
8 Paula's Choice or from a third-party retailer on or after December 22, 2009.

9 1142. Yousif currently resides in Chicago, Illinois.

10 1143. Yousif relied on Paula's Choice's representations that the products she was
11 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

12 1144. Yousif relied on those cruelty-free claims in purchasing Paula's Choice products.

13 1145. Yousif would not have purchased Paula's Choice products had she known they were
14 tested on animals.

15 1146. Yousif would not have continued to purchase Paula's Choice products had she
16 known Paula's Choice tested any of its products on animals, regardless of where that testing
17 occurred.

18 1147. Yousif does not agree with animal testing and actively looks for products that are
19 cruelty-free.

20 1148. Yousif actively looks for cruelty-free products and companies because she cares
21 about animals.

22 1149. Yousif generally purchases her Paula's Choice products from third-party retailers.

23 1150. Plaintiff Samantha Simmons purchased Paula's Choice products either directly from
24 Paula's Choice or from a third-party retailer on or after December 22, 2009.

25 1151. Simmons currently resides in Chicago, Illinois.

26 1152. Simmons relied on Paula's Choice's representations that the products she was
27 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

28 1153. Simmons relied on those cruelty-free claims in purchasing Paula's Choice products.

1 1154. Simmons would not have purchased Paula's Choice products had she known they
2 were tested on animals.

3 1155. Simmons would not have continued to purchase Paula's Choice products had she
4 known Paula's Choice tested any of its products on animals, regardless of where that testing
5 occurred.

6 1156. Simmons does not agree with animal testing and actively looks for products that are
7 cruelty-free.

8 1157. Simmons actively looks for cruelty-free products and companies because she has
9 been a vegan for seven years and cares about animals. She is a monthly donor to PETA.

10 1158. Simmons has purchased approximately 30-35 products since 2016. Simmons
11 generally purchases her products directly on the Paula's Choice website.

12 1159. Simmons purchased various products from Paula's Choice, including CLEAR
13 Regular Strength Anti-Redness Exfoliating Solution with 2% Salicylic Acid, 10% Azelaic Acid
14 Booster, CLEAR Regular Strength Daily Skin Clearing Treatment with 2.5% Benzoyl Peroxide,
15 CLEAR Purifying Clay Mask, CLEAR Oil-Free Moisturizer, SKIN BALANCING Pore-Reducing
16 Toner, CLEAR Pore Normalizing Cleanser, CLEAR Ultra-Light Daily Hydrating Fluid SPF 30,
17 and SKIN BALANCING Invisible Finish Moisture Gel.

18 1160. On July 16, 2024, Simmons purchased CLEAR Regular Strength Anti-Redness
19 Exfoliating Solution with 2% Salicylic Acid for \$31.61.

20 1161. On April 15, 2024, Simmons purchased CLEAR Regular Strength Anti-Redness
21 Exfoliating Solution with 2% Salicylic Acid for \$31.61.

22 1162. On January 22, 2024, Simmons purchased CLEAR Regular Strength Anti-Redness
23 Exfoliating Solution with 2% Salicylic Acid for \$31.61.

24 1163. On January 16, 2024, Simmons purchased CLEAR Regular Strength Anti-Redness
25 Exfoliating Solution with 2% Salicylic Acid and 10% Azelaic Acid Booster for \$37.19.

26 1164. On September 21, 2023, Simmons purchased CLEAR Regular Strength Daily Skin
27 Clearing Treatment with 2.5% Benzoyl Peroxide for \$19.87.
28

1 1165. Plaintiff Alicia Wright purchased Paula's Choice products either directly from
2 Paula's Choice or from a third-party retailer on or after December 22, 2009.

3 1166. A. Wright currently resides in Saint Paul, Minnesota.

4 1167. A. Wright relied on Paula's Choice's representations that the products she was
5 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

6 1168. A. Wright relied on those cruelty-free claims in purchasing Paula's Choice products.

7 1169. A. Wright would not have purchased Paula's Choice products had she known they
8 were tested on animals.

9 1170. A. Wright would not have continued to purchase Paula's Choice products had she
10 known Paula's Choice tested any of its products on animals, regardless of where that testing
11 occurred.

12 1171. A. Wright does not agree with animal testing and actively looks for products that are
13 cruelty-free.

14 1172. A. Wright has purchased her products since 2015, directly from the Paula's Choice
15 website.

16 1173. Plaintiff Linda Watanabe purchased Paula's Choice products either directly from
17 Paula's Choice or from a third-party retailer on or after December 22, 2009.

18 1174. Watanabe currently resides in Kailua Kona, Hawaii.

19 1175. Watanabe relied on Paula's Choice's representations that the products she was
20 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

21 1176. Watanabe relied on those cruelty-free claims in purchasing Paula's Choice products.

22 1177. Watanabe would not have purchased Paula's Choice products had she known they
23 were tested on animals.

24 1178. Watanabe would not have continued to purchase Paula's Choice products had she
25 known Paula's Choice tested any of its products on animals, regardless of where that testing
26 occurred.

27 1179. Watanabe does not agree with animal testing and actively looks for products that are
28 cruelty-free.

1 1180. Watanabe generally purchases her products directly from Sephora, Amazon.com,
2 and third-party retailers.

3 1181. Watanabe purchased various products from Paula's Choice, including Skin
4 Perfecting 2% BHA Liquid Salicylic Acid.

5 1182. Plaintiff Tracy Lamar purchased Paula's Choice products either directly from
6 Paula's Choice or from a third-party retailer on or after December 22, 2009.

7 1183. Lamar currently resides in Glendale, Arizona.

8 1184. Lamar relied on Paula's Choice's representations that the products she was
9 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

10 1185. Lamar relied on those cruelty-free claims in purchasing Paula's Choice products.

11 1186. Lamar would not have purchased Paula's Choice products had she known they were
12 tested on animals.

13 1187. Lamar would not have continued to purchase Paula's Choice products had she
14 known Paula's Choice tested any of its products on animals, regardless of where that testing
15 occurred.

16 1188. Lamar does not agree with animal testing and actively looks for products that are
17 cruelty-free.

18 1189. Lamar has purchased approximately 65–70 products since 2016. Lamar generally
19 purchases her products directly on the Paula's Choice website.

20 1190. Lamar purchased various products from Paula's Choice, including RESIST Daily
21 Smoothing Treatment with 5% AHA, 10% Niacinamide Booster, 10% Azelaic Acid Booster,
22 Elevated Exfoliation Kit, SKIN PERFECTING 2% BHA Liquid Exfoliant, SKIN PERFECTING
23 8% AHA Gel Exfoliant, RESIST Youth-Extending Daily Hydrating Fluid SPF 50, RESIST
24 Perfectly Balanced Foaming Cleanser, RESIST Anti-Aging Clear Skin Hydrator, SKIN
25 BALANCING Oil-Reducing Cleanser, GENTLE TOUCH Makeup Remover, CLEAR Ultra-Light
26 Daily Hydrating Fluid SPF 30+, Peptide Booster, CLEAR Regular Strength Daily Skin Clearing
27 Treatment with 2.5% Benzoyl Peroxide, SUNSCREEN Spray Broad Spectrum SPF 43, CLINICAL
28 Ceramide-Enriched Firming Moisturizer, CLINICAL 1% Retinol Treatment, RESIST Anti-Aging

1 Eye Gel, RESIST Advanced Pore-Refining Treatment 4% BHA, Omega+ Complex Serum,
2 RESIST Weightless Advanced Repairing Toner, Moisture Renewal Oil Booster, PC4MEN Shave
3 Kit, RESIST Super Antioxidant Concentrate Serum, SKIN RECOVERY Hydrating Treatment
4 Mask, C15 Super Booster, RESIST Intensive Repair Cream, RESIST Brightening Essence, Skin
5 Revealing Body Lotion 10% AHA, Weightless Body Treatment 2% BHA, CLINICAL Triple-
6 Action Dark Spot Eraser 2% BHA Gel, SKIN RECOVERY Replenishing Moisturizer, SKIN
7 RECOVERY Softening Cream Cleanser, C25 Super Booster, Smooth Finish Conditioner, RESIST
8 Advanced Replenishing Toner, Anti-Aging Lip Gloss Broad Spectrum SPF 40, and All Over Hair
9 & Body Shampoo.

10 1191. Plaintiff Caylee Griffis purchased Paula's Choice products either directly from
11 Paula's Choice or from a third-party retailer on or after December 22, 2009.

12 1192. Griffis currently resides in Chicago, Illinois.

13 1193. Griffis relied on Paula's Choice's representations that the products she was
14 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

15 1194. Griffis relied on those cruelty-free claims in purchasing Paula's Choice products.

16 1195. Griffis would not have purchased Paula's Choice products had she known they were
17 tested on animals.

18 1196. Griffis would not have continued to purchase Paula's Choice products had she
19 known Paula's Choice tested any of its products on animals, regardless of where that testing
20 occurred.

21 1197. Griffis does not agree with animal testing and actively looks for products that are
22 cruelty-free.

23 1198. Griffis generally purchases her products from Amazon.com.

24 1199. Plaintiff Jessica Barnett purchased Paula's Choice products either directly from
25 Paula's Choice or from a third-party retailer on or after December 22, 2009.

26 1200. Barnett currently resides in Philadelphia, Pennsylvania.

27 1201. Barnett relied on Paula's Choice's representations that the products she was
28 purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

1202. Barnett relied on those cruelty-free claims in purchasing Paula's Choice products.

1203. Barnett would not have purchased Paula's Choice products had she known they were tested on animals.

1204. Barnett would not have continued to purchase Paula's Choice products had she known Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

1205. Barnett does not agree with animal testing and actively looks for products that are cruelty-free.

1206. Barnett generally purchases her products from Sephora and Amazon.com.

1207. Plaintiff Brooke Young purchased Paula's Choice products either directly from Paula's Choice or from a third-party retailer on or after December 22, 2009.

1208. Young currently resides in Houston, Texas.

1209. Young relied on Paula's Choice's representations that the products she was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

1210. Young relied on those cruelty-free claims both as a consumer purchasing Paula's Choice products and as a freelance employee selling Paula's Choice products as a local freelance sales representative for the company.

1211. Young would not have purchased or sold Paula's Choice products had she known they were tested on animals.

1212. Young would not have continued to purchase or sell Paula's Choice products had she known Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

1213. Young does not agree with animal testing and actively looks for products that are cruelty-free.

1214. Young actively looks for cruelty-free products and companies because she has been a vegan for ten years, cares about animals and the environment, and she operates a vegan business.

1215. Young generally purchases her products from Sephora.

1216. Plaintiff Brandi Nichols purchased Paula's Choice products either directly from Paula's Choice or from a third-party retailer on or after December 22, 2009.

1217. Nichols currently resides in Los Angeles, California.

1218. Nichols relied on Paula's Choice's representations that the products she was purchasing were not tested on animals and that Paula's Choice did not perform animal testing.

1219. Nichols relied on those cruelty-free claims in purchasing Paula's Choice products.

1220. Nichols would not have purchased Paula's Choice products had she known they were tested on animals.

1221. Nichols would not have continued to purchase Paula's Choice products had she known Paula's Choice tested any of its products on animals, regardless of where that testing occurred.

1222. Nichols does not agree with animal testing and actively looks for products that are cruelty-free.

I. Terms of Use

1223. Paula's Choice has Terms of Use on its website.

1224. Those Terms of Use dictate that the "laws of the United States and State of Washington" will govern purchases made on its website.

1225. Upon information and belief, up until or around March 14, 2023, the Terms of Use also dictated that website purchases would be subject to the "exclusive jurisdiction of the state and federal courts sitting in the King County in the State of Washington."⁶⁰

⁶⁰ Compare Terms of Use, PAULA'S CHOICE (December 1, 2022), <https://web.archive.org/web/20221201074026/https://help.paulaschoice.com/hc/en-us/articles/360035072673-Terms-of-Use> (last visited Aug. 4, 2024), with Terms of Use, PAULA'S CHOICE (March 14, 2023), <https://web.archive.org/web/20230314223729/https://help.paulaschoice.com/hc/en-us/articles/360035072673-Terms-of-Use> (last visited Aug. 4, 2024).

1226. On or around March 14, 2023, Paula’s Choice added an arbitration clause to its Terms of Use, which “will take effect once [Paula’s Choice] post[s] them” on the website.⁶¹

V. CLASS ACTION ALLEGATIONS

1227. Plaintiffs bring this action under Federal Rule of Civil Procedure 23(b)(2) and (b)(3) individually and for all other similarly situated persons.

1228. Plaintiffs seek to represent a nationwide “Direct Purchaser Class” defined as:

All persons who purchased Paula’s Choice products directly from Paula’s Choice’s U.S. website between December 22, 2009, and the date the arbitration clause was published on Paula’s Choice’s U.S. website, but no later than March 13, 2023, or who purchased Paula’s Choice products from Paula’s Choice Amazon store on or after December 22, 2009.

1229. Plaintiffs seek to represent a nationwide “Third-Party Retailer Class” defined as:

All persons who purchased Paula’s Choice products through a third-party retailer on or after December 22, 2009.

1230. Plaintiffs seek to represent a subclass of the Third-Party Retailer Class of Sephora purchasers (“Sephora Purchaser Subclass”) defined as:

All persons who purchased Paula’s Choice products from Sephora on or after December 22, 2009.

1231. Plaintiffs seek to represent a subclass of the Third-Party Retailer Class of Dermstore.com purchasers (“Dermstore Purchaser Subclass”) defined as:

All persons who purchased Paula’s Choice products from Dermstore.com on or after December 22, 2009.

1232. Excluded from the Classes (the members of which are collectively referred to as “Class Members”) are Defendants and their co-conspirators, their officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case, and all persons within the third degree of

⁶¹ Terms of Use, PAULA’S CHOICE (March 14, 2023), <https://web.archive.org/web/20230314223729/https://help.paulaschoice.com/hc/en-us/articles/360035072673-Terms-of-Use> (last visited Aug. 4, 2024).

relationship to any such persons. The Classes are clear and ascertainable using the objective criterion of purchases, which can be proven using Defendants' business records.

A. The requirements of Rule 23(a)(1)-(4) are satisfied.

1233. Each Class and Subclass outlined above, which may be collectively be referred to herein as "Classes," meets the requirements of Rule 23(a)(1)-(4), as set forth below.

1234. **Numerosity.** Each Class, including each Subclass by itself, is so numerous that joinder of all members is unfeasible and impracticable. Defendants sell millions of Paula's Choice products each year in hundreds of locations. The exact size of each the Classes are easily ascertainable, as each transaction or purchase can be tracked using Defendants' business records. Any reasonable estimate, based on sales, indicates there are at least hundreds of thousands of Class Members and at least thousands, if not hundreds of thousands, of Class Members within each Class or Subclass.

1235. **Commonality.** Common questions of law and fact exist as to all Class Members, which include but are not limited to:

- a. Whether Defendant Paula's Choice stated or promised on all of the skincare products or packaging associated with those products that its skincare products were cruelty-free or never animal tested anywhere in the world;
- b. Whether Defendant Paula's Choice advertised its skincare products by stating that Paula's Choice never animal tested anywhere in the world and that it was a cruelty-free company;
- c. Whether Defendant Paula's Choice performed animal testing, or had animal testing performed on its behalf, on skincare products to sell them in China;
- d. Whether Defendants delivered skincare products to the Class Members that met Paula's Choice "cruelty-free" promise;
- e. Whether Defendants delivered skincare products to the Class Members that met Paula's Choice promise to never animal test anywhere in the world;
- f. Whether Defendant Paula's Choice breached its express warranties with all Class Members;
- g. Whether Defendants breached their implied warranties of merchantability with the Class Members in each respective Class or Subclass;

- 1 h. Whether Defendants violated the Magnuson–Moss Warranty Act, 15 U.S.C. §
- 2 2301, *et seq.*;
- 3 i. Whether Defendant Paula’s Choice violated Washington’s Consumer
- 4 Protection Act as to all Class Members, Wash. Rev. Code § 19.86, *et seq.*; and
- 5 j. Whether the Class Members were damaged by paying more for skincare
- 6 products than they would have if the truth had been disclosed, and, if so, by
- 7 what amount.

1236. **Typicality.** Plaintiffs’ claims are typical of the claims of the other Class Members of each of the Classes and Subclasses, as they arise out of conduct of the Defendants that is common to the Classes, meaning each Class Member will rely on the same evidence and actions to prove their claims, and such conduct is uniform, standard, and pervasive. Thus, the claims of each Class Member are based on the same legal theories and challenge the same practices of Defendants. Plaintiffs and all Class Members have been subjected to the same falsehoods and practices, hold the same rights, are entitled to the same legal and equitable relief, have suffered the same impact and injury, and sustained similar damage by paying an amount for skincare products that they would not have paid, or greater than they would have paid, had Paula’s Choice not affirmatively misrepresented that its skincare products were cruelty-free and never animal tested.

1237. **Adequacy.** Plaintiffs and their counsel will fairly and adequately represent the interests of the Class Members. Plaintiffs have no interests antagonistic to, or in conflict with, the interests of the other Class Members, and they will zealously pursue their claims. Plaintiffs’ lawyers are highly experienced in the prosecution of consumer class actions and complex commercial litigation, capable of providing the financial resources needed to litigate this matter to conclusion, and have litigated other consumer rights matters in a class context.

B. The requirements of Rule 23(b)(2) are satisfied.

1238. **Injunctive and Declaratory Relief.** Defendant Paula’s Choice has acted or refused to act on grounds that apply generally to each of the Classes and Subclasses and final injunctive relief, or corresponding declaratory relief is appropriate respecting the Classes as a whole.

C. The requirements of Rule 23(b)(3) are satisfied.

1239. **Predominance.** Certification of the Classes and Subclasses are appropriate because the questions of law of and fact common to the Class Members, outlined above, predominate over any questions affecting only individual Class Members. Predominance “does not require a plaintiff seeking class certification to prove that each element of their claim is susceptible to classwide proof, so long as one or more common questions predominate.” *Castillo v. Bank of Am., NA*, 980 F.3d 723, 730 (9th Cir. 2020) (citations and internal quotations omitted). Because one or more common claims predominate for each Class or Subclass, predominance is met.

1240. **Superiority.** A class action is superior to all other available methods for fairly and efficiently adjudicating the claims of Plaintiffs and the Class Members. Plaintiffs and the Class Members—many of whom are unaware of their rights—have been harmed by Defendants’ misrepresentations. Litigating this case as a class action reduces the possibility of repetitious litigation relating to Defendants’ wrongful actions and provides an efficient mechanism for adjudication for Class Members, whose claims are too small to warrant individual litigation and Defendant Paula’s Choice has concealed the truth, thereby preventing Class Members from recognizing and evaluating their rights and claims.

VI. COUNTS

COUNT I

BREACH OF EXPRESS WARRANTY UNDER THE UNIFORM COMMERCIAL CODE

(Against Defendant Paula’s Choice on behalf of all Classes)

1241. Plaintiffs reallege and incorporate by reference the allegations in the preceding paragraphs.

1242. Paula’s Choice sells skincare products, which qualify as goods under the Uniform Commercial Code. Wash. Rev. Code § 62A.2-105(1).

1243. Plaintiffs purchased various Paula’s Choice skincare products during the applicable class period for each Class.

1244. In connection with the sale of goods, including through representations on the products themselves, Paula's Choice expressly affirmed and warranted that it is a cruelty-free company, and its skincare products were never animal tested anywhere in the world. Wash. Rev. Code § 62A.2-313(1)(a).

1245. Paula's Choice's affirmations are part of the basis of the bargain with Plaintiffs. *Id.*

1246. Paula's Choice breached its express warranty that it is a cruelty-free company and its products were never animal tested anywhere in the world by conducting animal tests in China in order to register and sell its products there.

1247. Plaintiffs notified Paula's Choice of the nonconformities in the skincare products on December 21, 2023, which was a reasonable time after Plaintiffs discovered the breach. *See* Wash. Rev. Code § 62A.2-607(3)(a).

1248. Because of Paula's Choice's breach of its express warranty, Plaintiffs have suffered damages valued at the difference between the value of a skincare product they received and the value of the skincare product they were promised, in an amount to be proven at trial. Wash. Rev. Code § 62A.2-714.

COUNT II

BREACH OF IMPLIED WARRANTY UNDER THE WASHINGTON UNIFORM COMMERCIAL CODE

(Against Defendant Paula's Choice on behalf of the Direct Purchaser Class, against Defendant Sephora on behalf of Sephora Purchaser Subclass, and against THG Beauty on behalf of Dermstore Purchaser Subclass)

1249. Plaintiffs reallege and incorporate by reference the allegations in the preceding paragraphs.

1250. Defendant Paula's Choice manufactures skincare products, which qualify as goods under the Uniform Commercial Code. *See* Wash. Rev. Code § 62A.2-105(1) ("Goods" means all things (including specially manufactured goods) which are movable at the time of identification to the contract for sale.').

1251. Defendant Paula's Choice sells those skincare products directly to consumers on its website and through Amazon.com.

1 1252. Defendant Sephora sells Paula's Choice skincare products directly to consumers at
2 its retail stores and at Sephora.com.

3 1253. THG Beauty sell Paula's Choice skincare products directly to consumers on its
4 website Dermstore.com.

5 1254. Plaintiffs purchased various Paula's Choice skincare products during the class
6 period directly from paulaschoice.com, Amazon.com (fulfilled by Paula's Choice),
7 Dermstore.com, and Sephora (in store and online).

8 1255. The implied warranty of merchantability requires a product to "[c]onform to the
9 promises or affirmation of fact made on the container or label." Wash. Rev. Code § 62A.2-
10 314(2)(f).

11 1256. In connection with the sale of goods, including through representations on the
12 containers and labels themselves, Paula's Choice's products have an implied warranty of
13 merchantability that its skincare products were never animal tested anywhere in the world and that
14 it is a cruelty-free company.

15 1257. Defendants breached their implied warranty of merchantability that Paula's Choice
16 products were never animal tested anywhere in the world and Paula's Choice is a cruelty-free
17 company. Paula's Choice conducted animal tests in China to register and sell its products there.

18 1258. Plaintiffs notified Paula's Choice of the nonconformities in the skin care products
19 on December 21, 2023, which was a reasonable time after Plaintiffs discovered the breach. Wash.
20 Rev. Code § 62A.2-607(3)(a).

21 1259. Plaintiffs notified Sephora and THG Beauty of Paula's Choice's nonconformities on
22 July 23, 2024, which was a reasonable time after Plaintiffs discovered the breach. Wash. Rev. Code
23 § 62A.2-607(3)(a).

24 1260. Because of Defendants' breach of the implied warranty, Plaintiffs have suffered
25 damages valued at the difference between the value of a skincare product they received and the
26 value of the skincare product they were promised, in an amount to be proven at trial. Wash. Rev.
27 Code § 62A.2-714.

COUNT III

**BREACH OF IMPLIED WARRANTY UNDER THE CALIFORNIA UNIFORM
COMMERCIAL CODE**

(Against Defendant Sephora on behalf of Sephora Purchaser Subclass and against THG Beauty on behalf of Dermstore Purchaser Subclass)

1261. Plaintiffs reallege and incorporate by reference the allegations in the preceding paragraphs.

1262. Paula's Choice manufactures skincare products, which qualify as goods under the Uniform Commercial Code. *See* Cal. Com. Code § 2105(1) ("Goods' means all things (including specially manufactured goods) which are movable at the time of identification to the contract for sale."); Wash. Rev. Code § 62A.2-105(1) (same).

1263. Defendant Sephora sells Paula's Choice skincare products directly to consumers at its retail stores and at Sephora.com.

1264. THG Beauty sell Paula's Choice skincare products directly to consumers on its website Dermstore.com.

1265. Plaintiffs purchased various Paula's Choice skincare products during the class period directly Dermstore.com and Sephora (in store and online).

1266. The implied warranty of merchantability requires a product to "[c]onform to the promises or affirmation of fact made on the container or label." Cal. Com. Code § 2314(2)(f).

1267. In connection with the sale of goods, including through representations on the containers and labels themselves, Paula's Choice's products have an implied warranty of merchantability that its skincare products were never animal tested anywhere in the world and that it is a cruelty-free company.

1268. Defendants Sephora and THG Beauty breached their implied warranty of merchantability that Paula's Choice products were never animal tested anywhere in the world and Paula's Choice is a cruelty-free company. Paula's Choice conducted animal tests in China to register and sell its products there.

1269. Plaintiffs notified Sephora and THG Beauty of Paula’s Choice’s nonconformities on July 23, 2024, which was a reasonable time after Plaintiffs discovered the breach. Cal. Com. Code § 2607(3)(A).

1270. Because of Defendants’ breach of the implied warranty, Plaintiffs have suffered damages valued at the difference between the value of a skincare product they received and the value of the skincare product they were promised, in an amount to be proven at trial. Cal. Com. Code § 2714.

COUNT IV

VIOLATION OF THE MAGNUSON–MOSS WARRANTY ACT 15 U.S.C. § 2301, *ET SEQ.*

(Against Defendant Paula’s Choice on behalf of the Direct Purchaser Class, against Defendant Sephora on behalf of Sephora Purchaser Subclass, and against THG Beauty on behalf of Dermstore Purchaser Subclass)

1271. Plaintiffs reallege and incorporate by reference the allegations in the preceding paragraphs.

1272. Paula’s Choice products are “consumer products” under the Magnuson–Moss Warranty Act, as they are distributed in commerce and used for personal, family, or household purposes. 15 U.S.C. § 2301(1).

1273. Plaintiffs are “consumers” under the Magnuson–Moss Warranty Act, as they are buyers of a consumer product. 15 U.S.C. § 2301(3).

1274. Defendants are “suppliers” and “warrantors” under the Magnuson–Moss Warranty Act.

1275. Defendant Paula’s Choice is a supplier who made consumer products and it is a warrantor that gave a written warranty on its skincare products, specifically that it is a cruelty-free company and its products are never animal tested anywhere in the world. 15 U.S.C. § 2301(4)–(5).

1276. Defendants Sephora and THG Beauty are suppliers who made a consumer product directly available to consumers and are warrantors obligated under an implied warranty under State law as set forth in Count II. *Id.*

1277. The representations on Paula’s Choice’s products constitute an “implied warranty” under the Magnuson–Moss Act and State law as set forth in Count II. 15 U.S.C. § 2301(7) (“The term ‘implied warranty’ means an implied warranty arising under State law.”).

1278. Defendants breached their implied warranty of merchantability that Paula’s Choice products were never animal tested anywhere in the world and Paula’s Choice was a cruelty-free company, when Paula’s Choice was conducting animal tests in China to register and sell its products there.

1279. Plaintiffs notified Paula’s Choice of the nonconformities in the skincare products on December 21, 2023, which was a reasonable time after Plaintiffs discovered the breach. 15 U.S.C. § 2310.

1280. Plaintiffs notified Sephora and THG Beauty of Paula’s Choice’s nonconformities on July 23, 2024, which was a reasonable time after Plaintiffs discovered the breach. *Id.*

1281. Plaintiffs individually and on behalf of the other Class Members, seek damages or any other equitable and legal relief available under 15 U.S.C. § 2310(d)(1).

1282. Plaintiffs, individually and on behalf of the other Class Members, seek costs of court, attorneys’ fees under 15 U.S.C. § 2310(d)(2).

COUNT V

VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT (“CPA”) WASH. REV. CODE § 19.86, *ET SEQ.*

(Against Defendant Paula’s Choice on behalf of all Classes)

1283. Plaintiffs reallege and incorporate by reference the allegations in the preceding paragraphs.

1284. Paula’s Choice is engaged in trade or commerce under Wash. Rev. Code § 19.86.10.

1285. The CPA declares “unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce . . . unlawful.” Wash. Rev. Code § 19.86.020.

1286. Paula’s Choice engaged in unfair or deceptive acts or practices that violated the CPA, as described herein, by representing, certifying, and advertising on its website, social media, packaging, and containers that Paula’s Choice as a company does not perform animal testing and

1 that its skincare products are cruelty-free and never animal tested anywhere in the world, when
2 Paula's Choice in fact tested its products on animals in order to register and sell such products in
3 China.

4 1287. Paula's Choice's actions occurred in conduct of Paula's Choice trade or commerce,
5 specifically the sale of goods to consumers.

6 1288. Paula's Choice's actions affected the public interest, as it injured Plaintiffs, had the
7 capacity to injure other persons, and continues to have "the capacity to injure other persons."
8 Wash. Rev. Code. § 19.86.093.

9 1289. Paula's Choice's misrepresentations that Paula's Choice's skincare products had
10 never been animal tested anywhere in the world and were cruelty-free, as set forth, were material
11 and had the capacity to deceive a substantial portion of the public.

12 1290. From 2009 to the present, as described herein, Paula's Choice knew that the
13 representations made on its website, packaging, and containers were false because it was
14 performing animal testing in China.

15 1291. In purchasing Paula's Choice products as outlined in paragraphs 319–1222,
16 Plaintiffs and the Class relied on the misrepresentations of Paula's Choice regarding its stance on
17 animal testing and that its products were never tested on animals. Paula's Choice's representations
18 turned out not to be true because it tested on animals to sell its products in China.

19 1292. Had Plaintiffs and the other Class Members known Paula's Choice tested on
20 animals and that they would not receive products that had never been animal tested, they would not
21 have purchased Paula's Choice products and/or paid as much for them.

22 1293. But for Paula's Choice's widespread representations—on its website, social media,
23 in advertising, and on its packaging as outlined herein—that it never tested on animals and that its
24 products were never animal tested—Plaintiffs and the other Class Members would not have
25 purchased Paula's Choice products or paid as much for them.

26 1294. Paula's Choice's representations were material, as demonstrated by the pervasive
27 representations of Paula's Choice, the public's opposition to animal testing of cosmetics as set
28

1 forth herein, and the increasing number of jurisdictions that have banned animal testing of
2 cosmetics.

3 1295. Plaintiffs suffered ascertainable loss caused by Paula's Choice's misrepresentations
4 and its concealment of and failure to disclose the use of animal testing in Plaintiffs' products.

5 1296. Under Wash. Rev. Code § 19.86.090, Plaintiffs, individually and on behalf of the
6 other Class Members, seek actual damages against Paula's Choice for the harm caused by Paula's
7 Choice's violations of the CPA as alleged.

8 1297. Under Wash. Rev. Code § 19.86.090, Plaintiffs, individually and on behalf of the
9 other Class Members, seek actual damages against Paula's Choice for the harm caused by Paula's
10 Choice's violations of the CPA as alleged. Plaintiffs also seek treble damages because Paula's
11 Choice intentionally and willfully misrepresented material facts that only it knew, specifically that
12 it performed no animal testing and its products were cruelty-free.

13 1298. Plaintiffs seek an order enjoining Defendant's unfair or deceptive acts or practices
14 under Wash. Rev. Code § 19.86.090. Plaintiffs served a copy of the original Complaint (ECF No.
15 1) on the attorney general of Washington in compliance with Wash. Rev. Code § 19.86.095 on
16 March 14, 2024. Plaintiffs will also serve a copy of this Amended Complaint on the attorney
17 general of Washington.

18 1299. Plaintiffs, individually and on behalf of the other Class Members, seek costs of
19 court, attorneys' fees under Was Rev. Code § 19.86.090, and any other just and proper relief
20 available under the CPA.

21 PRAYER FOR RELIEF

22 **WHEREFORE**, Plaintiffs, individually and for members of the Classes, respectfully
23 request that the Court enter judgment in their favor and against Defendants, as follows:

24 A. Certification of the proposed Class, including appointment of Plaintiffs' counsel as
25 Class Counsel and Plaintiffs as Class Representatives;

26 B. An order temporarily and permanently enjoining Defendant Paula's Choice from
27 continuing the unfair methods of competition and unfair or deceptive acts or practices alleged in
28 this Complaint, including its representation that it has never animal tested;

- 1 C. Restitution and/or damages, each in an amount to be determined by the trier of fact;
2 D. Treble damage award;
3 E. Pre- and post-judgment interest on any amounts awarded;
4 F. An award of costs and attorneys' fees where authorized by law; and
5 G. Such other or further relief as may be appropriate.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs demand a trial by jury on all issues so triable.

8
9 DATED: August 5, 2024

HAGENS BERMAN SOBOL SHAPIRO LLP

10
11 By /s/ Sean R. Matt

12 Sean R. Matt (WSBA No. 21972)

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